



Health Services
LOS ANGELES COUNTY

June 12, 2007

**Los Angeles County
Board of Supervisors**

Gloria Molina
First District

Yvonne B. Burke
Second District

Zev Yaroslavsky
Third District

Don Knabe
Fourth District

Michael D. Antonovich
Fifth District

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**HOMELESS PREVENTION INITIATIVE:
APPROVAL OF A SOLE SOURCE AGREEMENT WITH JWCH
INSTITUTE, INC. FOR THE PROVISION OF RECUPERATIVE
CARE SERVICES FOR HOMELESS CLIENTS
(All Districts) (4 Votes)**

IT IS RECOMMENDED THAT YOUR BOARD:

Bruce A. Chernof, MD
Director and Chief Medical Officer

John R. Cochran III
Chief Deputy Director

Robert G. Splawn, MD
Senior Medical Director

313 N. Figueroa Street, Suite 912
Los Angeles, CA 90012

Tel: (213) 240-8101
Fax: (213) 481-0503

*To improve health
through leadership,
service and education.*

1. Approve and instruct the Director of Health Services, or his designee, to execute a sole source Agreement, substantially similar to Exhibit I, with JWCH Institute, Inc. for the provision of recuperative care services to homeless clients who have been discharged from Department of Health Services facilities, effective upon the date of Board approval through February 28, 2009, for a maximum obligation of \$1,320,000.
2. Delegate authority to the Director of Health Services (Director), or his designee, to sign Amendments to the Agreement that authorize an increase to the contract maximum obligation of no more than fifteen percent (15%), that will not exceed a maximum of \$198,000, if the County requires additional services. This adjustment will be cumulative for the term of the contract and contingent upon available funding from federal, State, or County funding sources. The Director, or his designee, shall obtain the approval of the Chief Administrative Office (CAO) and County Counsel prior to executing such Amendments, and the Director will notify the Board and the CAO in writing within ten business days after execution.
3. Approve the attached Appropriation Adjustment which transfers funding from the Homeless and Housing Program to the Department of Health Services (DHS or Department) in the amount of \$120,000 to augment the Fiscal Year 2006-2007 expenditures for this recuperative care program.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS:

The recommended action will implement the recuperative care beds subcategory of the County Programs category of the Homeless and Housing Program Fund (HHPF) Spending Plan that was approved by the Board on September 26, 2006.



www.ladhs.org

The recommended sole source Agreement will provide access to recuperative care beds and services for homeless DHS patients discharged from a DHS facility, but still require continuing care and medical oversight within a homeless emergency shelter.

This service will be provided to individuals discharged from a DHS hospital facility who no longer require acute care. Clients will receive shelter, meals, and non-licensed health oversight while they complete their convalescence.

It is anticipated that the provision of recuperative care services to these patients will yield reductions in the use of DHS emergency rooms and other patient services.

FISCAL IMPACT/FINANCING:

The total maximum obligation for the Agreement with JWCH, effective upon the date of Board approval through February 28, 2009, is \$1,320,000. The maximum cost for the fifteen percent adjustment increase, if utilized, will not exceed \$198,000. Funding was approved through a Budget Adjustment on December 12, 2006 in the amount of \$1,200,000. An additional appropriation adjustment to transfer funding from the Homeless and Housing Program to DHS in the amount of \$120,000 is being requested.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS:

The numbers of homeless individuals have been increasing in Los Angeles County due to various reasons, such as, lack of affordable housing, poverty, loss of employment, low-paying jobs, labor market changes, reductions in public assistance, mental and/or physical disabilities, substance abuse, domestic violence and changes in family structure.

Effectively providing DHS homeless patients with housing opportunities, intensive case management, linkage to supportive services, housing location services, access to temporary housing and recuperative care services is critical.

On April 4, 2006, the Board approved the Homeless Prevention Initiative (HPI) which included \$80 million in one-time only County General Funds to establish the Homeless and Housing Program Fund (HHPF). On September 26, 2006, the Board approved a spending plan for the HHPF which included \$1,200,000 for this two-year demonstration project.

DHS is implementing fifteen new recuperative care beds for homeless DHS clients for recuperative care services. The proposed sole source agreement with JWCH will provide the following services for recuperative care clients: 1) semi-private shelter bed that can be utilized 24 hours per day; 2) all of the associated services of the shelter facility such as meals and clean linens; 3) case management; and 4) non-licensed health oversight to address eligible medical needs such as wound care, medication monitoring, and assistance with activities of daily living.

Recuperative care services under this contract will operate under the guidance and direction of DHS and is a County of Los Angeles program that is subject to State and County rules and regulations, and federal guidelines and standards.

Approval of the sole source Agreement will allow JWCH to provide non-licensed health oversight and support for the recuperative care needs of homeless DHS patients with complex psychosocial and health care issues.

The Agreement will be effective upon the date of Board approval through February 28, 2009. The delegated authority to increase the maximum obligation by fifteen percent will be utilized if the Department requires additional services and needs to increase the number of beds available for DHS clients. The adjustment will be based on the needs of the services and will be contingent upon available funding.

The Agreement will not result in the unauthorized disclosure of confidential information and will be in full compliance with federal, State and County regulations.

The Agreement may be terminated by County with 30 days written notice to Contractor.

Attachment A provides additional information.

County Counsel has approved the Agreement (Exhibit I) as to use and form.

CONTRACTING PROCESS:

A Request for Proposals (RFP) open competitive process was not conducted for the provision of these contract services.

The Department is recommending JWCH as a sole source Contractor on the basis that it is currently the only provider of homeless recuperative care services in Los Angeles County. JWCH's unique qualifications, expertise, and knowledge of the project facilitates the ability to initiate the provision of these services in the shortest time possible.

A copy of the sole source letter is on file with the Department.

Approval of the sole source Agreement with JWCH will provide appropriate professional health care oversight and support for the recuperative care needs of homeless DHS clients with complex psychosocial and health care issues.

The Department plans to prepare and release a Letter of Interest in 2008 to solicit the level of interest that may exist for the provision of these services, at that time. If the response supports that a number of available providers exist, DHS will prepare and release a RFP for a new Agreement.

The Department has determined that these services do not fall under the Proposition A guidelines and therefore are not subject to the Living Wage Ordinance.

IMPACT ON CURRENT SERVICES (OR PROJECTS):

The approval of the recommended actions will enable the Department to serve the County's homeless population by providing recuperative care support services. Approval should also result in cost reductions related to emergency room, inpatient visits, and associated lengths of stay.

The Honorable Board of Supervisors
June 12, 2007
Page 4

When approved, this Department requires three signed copies of the Board's action.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Bruce A. Chernof", is written over a large, loopy circular mark.

Bruce A. Chernof, M.D.
Director and Chief Medical Officer

BAC:ks
KS.BLHomelessRecup2.ks.wpd

Attachment (3)

c: Chief Administrative Officer
County Counsel
Executive Officer, Board of Supervisors

SUMMARY OF AGREEMENTS

1. **TYPE OF SERVICES:**

Recuperative care services to homeless clients who have been discharged from a Department of Health Services facility, but require further medical oversight.

2. **AGENCY NAMES AND CONTACT PERSONS:**

JWCH Institute, Inc.
1910 W. Sunset Boulevard, Suite 650
Los Angeles, California 90026
Attention: Alvaro Ballesteros, Executive Director

3. **TERM:**

Effective upon date of Board approval through February 28, 2009.

4. **FINANCIAL INFORMATION:**

The total maximum obligation for the Agreement with JWCH, effective upon the date of Board approval through February 28, 2009, is \$1,320,000. The maximum cost for the fifteen percent adjustment increase, if utilized, will not exceed \$198,000. Funding was approved through a Budget Adjustment on December 12, 2006 in the amount of \$1,200,000. An additional appropriation adjustment to transfer funding from the CAO to DHS in the amount of \$120,000 is being requested.

5. **GEOGRAPHIC AREAS SERVED:**

Countywide.

6. **ACCOUNTABILITY FOR PROGRAM MONITORING AND EVALUATION:**

DHS Homeless Services Unit.

7. **APPROVALS:**

Homeless Services Coordinator:	Elizabeth Boyce, LCSW
DHS Planning and Program Oversight:	Cheri Todoroff, MPH, Deputy Director
Contracts & Grants:	Cara O'Neill, Chief
County Counsel (as to form):	Maya Lee, Senior Associate County Counsel

PINK

76R 352M 11/83

BOARD OF
SUPERVISORS
OFFICIAL COPY

COUNTY OF LOS ANGELES

REQUEST FOR APPROPRIATION ADJUSTMENT

DEPT'S.
No. 060

DEPARTMENT OF CHIEF ADMINISTRATIVE OFFICE

APRIL 30, 2007

AUDITOR-CONTROLLER.

THE FOLLOWING APPROPRIATION ADJUSTMENT IS DEEMED NECESSARY BY THIS DEPARTMENT. WILL YOU PLEASE REPORT AS TO ACCOUNTING AND AVAILABLE BALANCES AND FORWARD TO THE CHIEF ADMINISTRATIVE OFFICER FOR HIS RECOMMENDATION OR ACTION.

ADJUSTMENT REQUESTED AND REASONS THEREFOR

FY 2006-07

4 - VOTES

SOURCES

Homeless and Housing Program /
A01-AO-26685-2000 /
Services and Supplies /
\$120,000

USES

Health Services Administration /
A01-HS-20000-2000 /
Services and Supplies /
\$120,000

JUSTIFICATION

As part of the Los County Homeless Prevention Initiative, this adjustment is to provide additional funding to the Department of Health Services for the Discharge of Hospital Patients - Recuperative Care pilot project.

Gregory C. Polk
Gregory C. Polk, Assistant Division Chief

CHIEF ADMINISTRATIVE OFFICER'S REPORT

REFERRED TO THE CHIEF
ADMINISTRATIVE OFFICER FOR —

ACTION

RECOMMENDATION

APPROVED AS REQUESTED

AS REVISED

5/29 2007

John [Signature]
CHIEF ADMINISTRATIVE OFFICER

AUDITOR-CONTROLLER

BY

John [Signature]

APPROVED (AS REVISED):
BOARD OF SUPERVISORS

20

NO.

267

MAY 29

20 07

BY

DEPUTY COUNTY CLERK

SEND 6 COPIES TO THE AUDITOR-CONTROLLER

DEPARTMENT OF HEALTH SERVICES



RECUPERATIVE CARE SERVICES AGREEMENT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

JWCH INSTITUTE, INCORPORATED

**Prepared By
Department of Health Services
Contracts and Grants Division
313 North Figueroa Street, 6th Floor East
Los Angeles, CA 90012**

June 2007

RECUPERATIVE CARE SERVICES AGREEMENT

TABLE OF CONTENTS

<u>SECTION</u>	<u>PAGE</u>
RECITALS	1
1.0 APPLICABLE DOCUMENTS	1
2.0 DEFINITIONS	2
3.0 TERM	3
4.0 TERMINATION OF AGREEMENT	4
5.0 DESCRIPTION OF SERVICES	5
6.0 MAXIMUM OBLIGATION OF COUNTY	5
6.3 Funding/Service Adjustments.....	5
7.0 BILLING AND PAYMENT	5
8.0 ADMINISTRATION OF CONTRACT	6
8.1 County Administration	6
8.2 Contractor Administration	7
9.0 TERMS AND CONDITIONS	8
9.1 Alteration of Terms	8
9.2 Authorization Warranty	9
9.3 Budget Reductions	9
9.4 Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions (45 C.F.R., part 76)	9
9.5 Child/Elder Abuse/Fraud Reporting	9
9.6 Compliance with Applicable Law	10
9.7 Confidentiality	10
9.8 Compliance with the County's Jury Service Program	11
9.9 Conflict of Interest	12
9.10 Consideration of Hiring County Employees Targeted for Layoff	13
9.11 Consideration of Greater Avenues for Independence (GAIN) or General Relief Opportunities for Work (GROW) Participants for Employment	13
9.12 Contractor's Charitable Activities Compliance	13

RECUPERATIVE CARE SERVICES AGREEMENT

TABLE OF CONTENTS

<u>SECTION</u>		<u>PAGE</u>
9.13	Contractor's Warranty of Adherence to County's Child Support Compliance Program	13
9.14	Contractor's Acknowledgement of County's Commitment to the Safely Surrendered Baby Law	14
9.15	Contractor Responsibility and Debarment	14
9.16	County's Quality Assurance Plan	16
9.17	Covenant Against Fees	17
9.18	Employment Eligibility Verification	17
9.19	Fair Labor Standards Act	17
9.20	Governing Laws, Jurisdiction, and Venue	17
9.21	Health Insurance Portability and Accountability Act of 1996	18
9.22	Indemnification and Insurance	26
	9.22.1 Indemnification	26
	9.22.2 General Insurance Requirements	26
	9.22.3 Insurance Coverage Requirements	29
9.23	Independent Contractor Status	30
9.24	Liquidated Damages	30
9.25	Local Small Business Enterprise Preference Program	31
9.26	No Payment for Services Provided Following Expiration/ Termination of Agreement	32
9.27	Non-Discrimination in Services	33
9.28	Non-Discrimination in Employment	34
9.29	Notices	35
9.30	Notice to Employees Regarding the Federal Earned Income Credit ...	36
9.31	Prohibition Against Delegation and Assignment	36
9.32	Proprietary Rights	37
9.33	Records and Audits	38
9.34	Records Retention and Inspection/Audit Settlement	42
9.35	Recycled Bond Paper	44
9.36	Restrictions on Lobbying	44
	9.36.1 Federal Certification and Disclosure Requirement	44
	9.36.2 County Lobbyists	45
9.37	Rules and Regulations	45
9.38	Subcontracting	45
9.39	Termination for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program	46
9.40	Termination For Convenience of the County	46
9.41	Termination for Default of the Contractor	48
9.42	Termination for Improper Consideration	48

RECUPERATIVE CARE SERVICES AGREEMENT

TABLE OF CONTENTS

<u>SECTION</u>	<u>PAGE</u>
9.43 Termination for Non-Appropriation of Funds	49
9.44 Termination for Non-Adherence to Lobbyist Ordinance	49
9.45 Waiver	50
9.46 Warranty Against Contingent Fees	50
Signature Page	51
ATTACHMENT A – Statement of Work and Technical Exhibits	
ATTACHMENT B – Billing and Payment	
ATTACHMENT C – Contractor Budget and Employee Benefits	
<u>REQUIRED FORMS:</u>	
ATTACHMENT D – Contractor Employee Acknowledgment and Confidentiality Agreement	
ATTACHMENT E – Contractor Non-Employee Acknowledgment and Confidentiality Agreement	
ATTACHMENT F – Contractor Employee Jury Service Program Certification and Application for Exemption	
ATTACHMENT G – Charitable Contributions Certification	
ATTACHMENT H – Earned Income Credit-Notice 1015	
ATTACHMENT I– Safely Surrendered Baby	

CONTRACT NO. _____

RECUPERATIVE CARE SERVICES AGREEMENT

THIS AGREEMENT is entered into this _____ day
of _____, 2007

by and between

County of Los Angeles
(hereafter "County")

and

JWCH Institute, Inc.
(hereafter "Contractor").

RECITALS

WHEREAS, the County may contract with private businesses for Recuperative Care Services when certain requirements are met; and

WHEREAS, County lacks the experience and resources necessary to provide Recuperative Care Services; and

WHEREAS, Contractor is qualified to provide the required Recuperative Care Services by reason of experience, preparation, organization, staffing, and facilities; and

WHEREAS, the Contractor is a private firm specializing in providing Recuperative Care Services to Homeless individuals; and

WHEREAS, this Agreement is further authorized by California Government Code Section 26227 and 31000 and Welfare and Institutions Code Section 11320 et seq.

NOW, THEREFORE, the parties agree as follows:

1.0 APPLICABLE DOCUMENTS:

Attachments A, B, C, D, E, F, G, H, and I are attached to and form a part of this Contract.

In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable product between the Contract and the Attachments, or between Attachments, such conflict or inconsistency shall be resolved by giving precedence first to the Contract and then to the Attachments according to the following priority:

- 1.1 ATTACHMENT A – Statement of Work and Technical Exhibits
- 1.2 ATTACHMENT B – Billing and Payment
- 1.3 ATTACHMENT C – Contractor Budget and Employee Benefits
- 1.4 ATTACHMENT D – Contractor Employee Acknowledgment and Confidentiality Agreement
- 1.5 ATTACHMENT E – Contractor Non-Employee Acknowledgment and Confidentiality Agreement
- 1.6 ATTACHMENT F – Contractor Employee Jury Service Contractor Program Certification and Application for Exemption
- 1.7 ATTACHMENT G – Charitable Contributions Certification
- 1.8 ATTACHMENT H – Earned Income Credit-Notice 1015
- 1.9 ATTACHMENT I – Safely Surrendered Baby

This Contract and the Attachments hereto constitute the complete and exclusive statement of understanding between the parties and, supersedes all previous Contracts, written and oral, and all communications between the parties relating to the subject matter of this Contract. No change to this Contract shall be valid unless prepared pursuant to Section 9, Terms and Conditions, Sub-paragraph 9.29, Notices, and signed by both parties.

2.0 DEFINITIONS:

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

BUDGET: The document that details the Contractor's costs for providing services and is included in the Contract. Included in the Budget are the following:

- Direct Costs - Payroll, Employee Benefits (Medical, Dental, Life Insurance), Payroll Taxes, Insurance (Real, Personal, etc., as required by the Contract), Supplies, Applicable Taxes and other (specified).

- Indirect Costs - General Accounting/Bookkeeping, Management Overhead and other (specified).
- Total Cost to Contract Services - The total cost to Direct and Indirect Costs.

CONTRACT: Agreement executed between the County and Contractor. It sets forth the terms and conditions for the issuance and performance of the Statement of Work.

CONTRACTOR: The sole proprietor, partnership, or corporation that has entered into a contract with the County to perform or execute the work covered by the Statement of Work.

CONTRACT MANAGER (CM): The individual designated by the Contractor to administer the Contract operations after the Contract is awarded.

COUNTY CONTRACT ADMINISTRATOR (CCA): The County staff person with the responsibility to oversee the day to day activities of this Contract. Responsibility for inspections of any and all tasks, deliverables, goods, services, and other work provided by Contractor.

FISCAL YEAR (FY): The twelve (12) month period beginning July 1 and ending the following June 30.

3.0 TERM:

This Agreement shall be effective upon the date of its approval by County's Board of Supervisors and shall continue, unless sooner terminated or canceled, in full force and effect to and including February 28, 2009.

The Agreement maximum obligation of County for Contractor's performance of this Agreement may be increased by Director, or his designee, in an amount not to exceed fifteen percent (15%) of the original maximum obligation, if the County requires additional services of Contractor and subject to the availability of federal, State or County funding sources.

County may suspend the performance of services immediately for any breach of Agreement by Contractor and withhold further Agreement payments upon the giving of prior written notice to the Contractor. County's notice shall set forth the extent of the suspension and the requirements for full restoration of Contractor's performance obligations and County's payments.

Notwithstanding any other provision in this Agreement, the failure of Contractor or its officers, employees, agents, or subcontractors, to comply with any of the terms of this Agreement or any written directions by or on behalf of County issued pursuant hereto shall constitute a material breach hereto, and this Agreement may be terminated by County immediately. County's failure to exercise this right of termination shall not constitute a waiver of such right, which may be exercised at any subsequent time.

4.0 TERMINATION OF AGREEMENT:

- 4.1 In the event of a material breach of this Agreement by either party, the other party may terminate this Agreement by giving written notice of termination specifying the material breach to the breaching party. Such termination shall be effective immediately upon delivery of written notice of termination to the breaching party.
- 4.2 Subparagraph 4.1 hereof notwithstanding, either party may terminate this Agreement, effective immediately upon written notice to the other party, if such other party should lose any material license, permit, or agreement required to enable such party to perform its obligations and duties under this Agreement.
- 4.3 Subparagraphs 4.1 and 4.2 hereof notwithstanding, either party may terminate this Agreement, effective immediately upon written notice to the other party, or at a later date as may be specified in such notice, if such other party files for bankruptcy, insolvency, reorganization, or the appointment of a receiver, trustee, or conservator for any of its assets, or makes an assignment for the benefit of its creditors, which termination shall be effective immediately upon delivery of, or on such later date as may be specified in such notice.
- 4.4 Subparagraphs 4.1, 4.2, and 4.3, hereof notwithstanding, County may terminate this Agreement at any time and for any reason, with or without cause, by giving at least thirty (30) calendar days prior written notice of termination to Contractor.
- 4.5 Following a determination by authorized officials of either the Federal or State government that any provision of this Agreement violates either Federal or State law, or both, or following a court determination that any provision of this Agreement violates either Federal or State law, or both, County may give Contractor prior written notice to terminate this Agreement within thirty (30) calendar days if the parties are unable, within the interim, to negotiate a revised Agreement that cures the violation(s).

5.0 DESCRIPTION OF SERVICES:

Contractor agrees to provide services to County in the manner and form as described in the body of this Agreement and in Attachment A, Statement of Work, Attachments B through I, and Technical Exhibits, attached hereto and incorporated herein by reference.

6.0 MAXIMUM OBLIGATION OF COUNTY:

6.1 During the term of this Agreement, effective the date of Board approval through February 28, 2009, the maximum obligation of County for Contractor's performance hereunder shall not exceed One Million, Three Hundred Twenty Thousand Dollars (\$1,320,000). Agreement may be increased by Director, or his designee, in an amount not to exceed fifteen percent (15%) of the original maximum obligation.

6.2 The maximum obligation of the Agreement may be increased by Director, or his designee, in an amount not to exceed fifteen (15%) of the maximum obligation, for a total cost not to exceed One Hundred Ninety Eight Thousand Dollars (\$198,000), if the County requires additional services of Contractor and subject to the availability of federal, State or County funding sources.

6.3 FUNDING/SERVICES ADJUSTMENTS:

If sufficient monies are available from federal, State, or County funding sources, and upon Director's or his authorized designee's specific written approval, County may require additional services and authorize to Contractor an increase to the applicable County maximum obligation as payment for such services, as determined by County. If monies are reduced by federal, State, or County funding sources, County may also decrease the applicable County maximum obligation as determined by County. Such funding changes will not be retroactive, but will apply to future services following the provision of written notice from Director to Contractor. If such increase or decrease does not exceed fifteen percent (15%) of the applicable County maximum obligation, Director may approve such funding changes. Director shall provide prior written notice of such funding changes to Contractor and to County's Chief Administrative Officer. If the increase or decrease exceeds fifteen percent (15%) of the applicable County maximum obligation, approval by County's Board of Supervisors shall be required. Any such change in any County maximum obligation shall be effected by an amendment to this Agreement pursuant to the ALTERATION OF TERMS Paragraph of this Agreement.

7.0 BILLING AND PAYMENT:

- 7.1. County shall compensate Contractor on a cost reimbursement basis for services provided in the amount of One Million, Three Hundred Twenty Thousand Dollars (\$1,320,000) for recuperative care services provided to homeless patients discharged from a Department of Health Services facility. Payment to the Contractor will be made in arrears on a monthly basis.
- 7.2. Contractor shall bill County in accordance with the rates set forth in Attachment B, Billing and Payment, and Attachment C, Contractor Budget and Employee Benefits, attached hereto and incorporated herein by reference.
- 7.3. Billings shall be submitted to County within fifteen (15) calendar days after the close of each calendar month.
- 7.4. In no event shall County be required to pay Contractor more for all services provided hereunder than the maximum obligation of County as set forth in the MAXIMUM OBLIGATION OF COUNTY Paragraph of this Agreement, unless otherwise revised or amended under the terms of this Agreement.

8.0 ADMINISTRATION OF CONTRACT

8.1 County Administration

The County shall notify the Contractor in writing of any change in the names or addresses shown.

8.1.1 County Contract Administrator (CCA)

The responsibilities of the CCA include:

- Ensuring that the objectives of this Contract are met;
- Making changes in the terms and conditions of this Contract in accordance with Sub-paragraph 9.1, Alteration of Terms;
- Providing direction to Contractor in the areas relating to County policy, information requirements, and procedural requirements;
- Meeting with Contractor's Project Manager on an as needed basis; and

- Monitoring any and all tasks, deliverables, goods, services, or other work provided by or on behalf of Contractor.

The CCA is not authorized to make any changes in any of the terms and conditions of this Contract and is not authorized to further obligate County in any respect whatsoever. The CCA is responsible for overseeing the day-to-day administration of this Contract.

8.2 Contractor Administration

8.2.1 Contract Manager (CM)

The Contract Manager (CM) shall:

- Notify the County in writing of any change in the name or address of the Contractor's Manager; and
- Be responsible for Contractor's day-to-day activities as related to this Contract and shall coordinate with CCA on a regular basis.

8.2.2 Approval of Contractor's Staff

County has the absolute right to approve or disapprove all of Contractor's staff performing work hereunder and any proposed changes in Contractor's staff, including, but not limited to, Contractor Manager.

8.2.3 Contractor's Staff identification

- Contractor shall furnish and require every on-duty employee to wear a visible photo identification badge, identifying employee by name, physical description, and company. Such badge shall be displayed on employee's person at all times he/she is on duty.
- Contractor shall notify the County within one business day when staff is terminated from working on this Contract. Contractor is responsible to retrieve and immediately destroy the staff's photo identification badge at the time of removal from the County Contract.
- If County requests the removal of Contractor's staff, Contractor is responsible to retrieve and immediately destroy the Contractor staff's photo identification badge at the time of removal from working on the Contract.

8.2.4 Background and Security Investigations

- 8.2.4.1 All Contractor staff performing work under this contract shall undergo and pass, to the satisfaction of County, a background investigation as a condition of beginning and continuing to work under this contract. County shall use its discretion in determining the method of background clearance to be used by Contractor, which may include, but not be limited to fingerprinting. The fees associated with obtaining the background information shall be at the expense of the Contractor, regardless if the Contractor's staff passes or fails the background clearance investigation.
- 8.2.4.2 County, at its discretion, may request that Contractor's worker be immediately removed from providing the service under this contract at any time during the term of the contract.
- 8.2.4.3 County may immediately deny or terminate County facility access to Contractor's staff that does not pass such investigation(s) to the satisfaction of the County, whose background or conduct is incompatible with County facility access, at the sole discretion of the County.
- 8.2.4.4 Disqualification, if any, of Contractor staff, pursuant to this Sub-paragraph 8.2.4, shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

9.0 **TERMS AND CONDITIONS**

9.1 **ALTERATION OF TERMS**

The body of this Agreement, together with the Attachments, Technical Exhibits and Budget, fully expresses all understandings of the parties concerning all matters covered and shall constitute the total Agreement.

County reserves the right to initiate Change Notices that do not affect the term, maximum obligation, statement of work, or payments. All such changes shall be accomplished with an executed Change Notice signed by the Contractor and by the Director, or his designee.

Except for the above described Change Notices, no addition to, or alteration of, the terms of this Agreement, whether by written or verbal understanding of the parties, their officers, agents or employees, shall be

valid unless made in the form of a written amendment to this Agreement which is formally approved and executed by the parties in the same manner as this Agreement.

9.2 AUTHORIZATION WARRANTY

Contractor hereby represents and warrants that the person executing this Agreement for Contractor is an authorized agent who has actual authority to bind Contractor to each and every term, condition, and obligation set forth in this Agreement and that all requirements of Contractor have been fulfilled to provide such actual authority.

9.3 BUDGET REDUCTIONS

In the event that the County's Board of Supervisors adopts, in any Fiscal Year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of the County employees and imposes similar reductions with respect to the County Contracts, the County reserves the right to reduce its payment obligation correspondingly for that Fiscal Year and any subsequent Fiscal Year for services provided by the Contractor under the Contract. County's notice to the Contractor regarding said reduction in payment obligation shall be provided within ninety (90) calendar days of the Board of Supervisors' approval of such actions. Contractor shall continue to provide all of the services set forth according to the adjustments and amendments made to the Contract.

9.4 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION-LOWER TIER COVERED TRANSACTIONS (45 C.F.R. part 76)

Contractor hereby acknowledges that the County is prohibited from contracting with and making sub-awards to parties that are suspended, debarred, ineligible, or excluded or whose principals are suspended, debarred, ineligible, or excluded from securing federally funded contracts. By executing this Contract, Contractor certifies that neither it nor any of its owners, officers, partners, directors, or other principals is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Further by executing this Contract, Contractor certifies that, to its knowledge, none of its subcontractors, at any tier, or any owner, officer, partner, director or other principal of any subcontractors is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Contractor shall immediately notify the County in writing, during the term of this Contract, should it or any of its subcontractors or any principals of either be suspended, debarred, ineligible, or excluded from securing federally funded contracts. Failure of the Contractor to comply with this provision shall constitute a material

breach of this Contract upon which the County may immediately terminate or suspend this Contract.

9.5 CHILD/ELDER ABUSE/FRAUD REPORTING

Contractor staff working on this Contract shall comply with *California Penal Code* (hereinafter "*PC*") *Section 11164 et seq.* and shall report all known and suspected instances of child abuse to an appropriate child protective agency, as mandated by these code sections. Child abuse reports shall be made by telephone to the Department of Children and Family Services hotline at (800) 540-4000 within three (3) business days and shall submit all required information, in accordance with the PC Code Sections 11166 and 11167.

Contractor staff working on this Contract shall comply with *California Welfare and Institutions Code (WIC)*, *Section 15600 et seq.* and shall report all known or suspected instances of physical abuse of elders and dependent adults either to an appropriate County adult protective services agency or to a local law enforcement agency, as mandated by these code sections. Contractor staff working on this Agreement shall make the report on such abuse, and shall submit all required information, in accordance with the WIC Sections 15630, 15633 and 15633.5.

Contractor staff working on this Contract shall also immediately report all suspected or actual welfare fraud situations to the County.

9.6 COMPLIANCE WITH APPLICABLE LAW

9.6.1 Contractor shall comply with all Federal, State, and local laws, ordinances, regulations, rules, and directives, applicable to its performance hereunder, as they are now enacted or may hereafter be amended.

9.6.2 Contractor shall indemnify and hold harmless County from and against any and all loss, damage, liability, or expense resulting from any violation on the part of Contractor, its officers, employees, or agents, of such Federal, State, or local laws, ordinances, regulations, rules, or directives.

9.7 CONFIDENTIALITY

Contractor agrees to maintain the confidentiality of its records and information including, but not limited to, billings, County records, and participant records, in accordance with all applicable Federal, State, and local laws, ordinances, rules, regulations, and directives relating to confidentiality. Contractor shall inform all its officers, employees, agents,

subcontractors, and others providing services hereunder of said confidentiality provision of this Agreement. Contractor shall indemnify and hold harmless County, its officers, employees, and agents, from and against any and all loss, damage, liability, and expense arising out of any disclosure of such records and information by Contractor, its officers, employees, agents, and subcontractors.

9.8 COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM

This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

9.8.1 Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.

9.8.2 For purposes of this subparagraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: (1) the lesser number is a recognized industry standard as determined by the County, or (2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor shall also be subject to the provisions of this subparagraph. The provisions of this subparagraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

9.8.3 If Contractor is not required to comply with the Jury Service Program when the Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that Contractor demonstrate to the County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program. The required form, "County of Los Angeles Contractor Employee Jury Service Program Certification Form and Application for Exception" (Attachement F), is to be completed by the Contractor prior to Board approval of this Agreement and forwarded to DHS Homeless Coordinator.

9.8.4 Contractor's violation of the above subparagraph of Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

9.9 CONFLICT OF INTEREST

9.9.1 No County employee whose position with the County enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of the Contractor who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.

9.9.2 Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall

immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances.

9.10 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF

Should the Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, the Contractor shall give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Contract.

9.11 CONSIDERATION OF GREATER AVENUES FOR INDEPENDENCE (GAIN) OR GENERAL RELIEF OPPORTUNITIES FOR WORK (GROW) PARTICIPANTS FOR EMPLOYMENT

Should the Contractor require additional or replacement personnel after the effective date of this Contract, Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunities for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. The County will refer GAIN/GROW participants, by job category, to the Contractor.

9.12 CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE

The Supervision of Trustee and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Contractors to complete the certification, Attachment G, the County seeks to ensure that all County Contractors which receive or raise charitable contributions comply with the California law in order to protect the County and its taxpayers. A Contractor which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination or debarment proceedings or both. (Los Angeles County Code Chapter 2.202).

9.13 CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

9.13.1 Contractor acknowledges that the County has established a goal

of ensuring that all individuals who benefit financially from the County through contracts are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

- 9.13.2 As required by the County's Child Support Compliance Program (Los Angeles County Code Chapter 2.200) and without limiting the Contractor's duty under this Contract to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall during the term of this Contract maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or CSSD Notices of Wage and Earnings Assignment for Child, Family, or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

9.14 CONTRACTOR'S ACKNOWLEDGMENT OF COUNTY'S
COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. Contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. County will supply the Contractor with the poster to be used.

9.15 CONTRACTOR RESPONSIBILITY AND DEBARMENT

- 9.15.1 A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible contractors.
- 9.15.2 Contractor is hereby notified that, in accordance with Chapter 2.202 of the Los Angeles County Code, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the contract, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on

County contracts for a specified period of time, which generally will not exceed five (5) years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing contracts the Contractor may have with the County.

- 9.15.3 The County may debar a Contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County; (2) committed an act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern of practice which negatively reflects on same; (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.
- 9.15.4 If there is evidence that the Contractor may be subject to debarment, the County will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- 9.15.5 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the County shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
- 9.15.6 After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- 9.15.7 If a Contractor has been debarred for a period longer than five

years, that Contractor may, after the debarment has been in effect for at least five years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.

- 9.15.8 The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

- 9.15.9 These terms shall also apply to subcontractor/subconsultants of Contractor.

9.16 COUNTY'S QUALITY ASSURANCE PLAN

County or its agent will evaluate Contractor's performance under this Agreement on not less than an annual basis. Such evaluation will include assessing Contractor's compliance with all contract terms and performance standards. Contractor deficiencies which County determines are severe or continuing and that may place performance of this Agreement in jeopardy if not corrected will be reported to the Board of

Supervisors. The report will include improvement/corrective action measures taken by County and Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate this Agreement or impose other penalties as specified in this Agreement.

9.17 COVENANT AGAINST FEES

Contractor warrants and represents that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained or employed by the Contractor for the purpose of securing business. For breach or violation of this warranty, County shall have the right to terminate this Contract and recover the full amount of such commission, percentage, brokerage or contingent fee.

9.18 EMPLOYMENT ELIGIBILITY VERIFICATION

Contractor warrants that it fully complies with all statutes and regulations regarding the employment eligibility of aliens and others, and that all persons performing services under this Contract are eligible for employment in the United States. Contractor represents that it has secured and retained all required documentation verifying employment eligibility of its personnel. Contractor shall secure and retain verification of employment eligibility from any new personnel in accordance with the applicable provisions of law. Contractor shall indemnify, defend and hold the County harmless from any employer sanctions or other liability which may be assessed against the County or the Contractor by reason of the Contractor's failure to comply with the foregoing.

9.19 FAIR LABOR STANDARDS ACT

Contractor shall comply with all wages and hour laws and all applicable provisions of the Federal *Fair Labor Standards Act*, and shall indemnify, defend, and hold harmless the County, its agents, officers and employees from any and all liability including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorney fees arising under any wage and hour law including, but not limited to, the Federal *Fair Labor Standards Act* for services performed by the Contractor's employees for which the County may be found jointly or solely liable.

9.20 GOVERNING LAWS, JURISDICTION, AND VENUE

This Agreement shall be governed by, and construed in accordance with,

the laws of the State of California. Contractor hereby agrees and consents to submit to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agrees and consents that venue of any action (other than an appeal or an enforcement of a judgment) brought by Contractor, on Contractor's behalf, or on the behalf of any subcontractor which arises from this Agreement or is concerning or connected with services performed pursuant to this Agreement, shall be exclusively in the courts of the State of California located in Los Angeles County, California.

9.21 HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996:

Under this Agreement, Contractor ("Business Associate") provides services ("Services") to County ("Covered Entity") and Business Associate receives, has access to or creates Protected Health Information in order to provide those Services. Covered Entity is subject to the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), and regulations promulgated thereunder, including the Standards for Privacy of Individually Identifiable Health Information ("Privacy Regulations") and the Health Insurance Reform: Security Standards ("the Security Regulations") at 45 Code of Federal Regulations Parts 160 and 164 ("together, the "Privacy and Security Regulations").

The Privacy and Security Regulations require Covered Entity to enter into a contract with Business Associate in order to mandate certain protections for the privacy and security of Protected Health Information, and those Regulations prohibit the disclosure to or use of Protected Health Information by Business Associate if such a contract is not in place;

Therefore, the parties agree as follows:

9.21.1 DEFINITIONS

9.21.1.1 "Disclose" and "Disclosure" mean, with respect to Protected Health Information, the release, transfer, provision of access to, or divulging in any other manner of Protected Health Information outside Business Associate's internal operations or to other than its employees.

9.21.1.2 "Electronic Media" has the same meaning as the term "electronic media" in 45 C.F.R. § 160.103. Electronic Media means (1) Electronic storage media including memory devices in computers (hard drives) and any

removable/transportable digital memory medium, such as magnetic tape or disk, optical disk, or digital memory card; or (2) Transmission media used to exchange information already in electronic storage media. Transmission media include, for example, the internet (wide-open), extranet (using internet technology to link a business with information accessible only to collaborating parties), leased lines, dial-up lines, private networks, and the physical movement of removable/transportable electronic storage media. Certain transmissions, including of paper, via facsimile, and of voice, via telephone, are not considered to be transmissions via electronic media, because the information being exchanged did not exist in electronic form before the transmission. The term "Electronic Media" draws no distinction between internal and external data, at rest (that is, in storage) as well as during transmission.

- 9.21.1.3 "Electronic Protected Health Information" has the same meaning as the term "electronic protected health information" in 45 C.F.R. § 160.103. Electronic Protected Health Information means Protected Health Information that is (i) transmitted by electronic media; (ii) maintained in electronic media.
- 9.21.1.4 "Individual" means the person who is the subject of Protected Health Information and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).
- 9.21.1.5 "Protected Health Information" has the same meaning as the term "protected health information" in 45 C.F.R. § 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity. Protected Health Information includes information that (i) relates to the past, present or future physical or mental health or condition of an Individual; the provision of health care to an Individual, or the past, present or future payment for the provision of health care to an Individual; (ii) identifies the Individual (or for which there is a reasonable basis for believing that the information can be used to identify the Individual); and (iii) is received by Business Associate from or on behalf of Covered Entity, or is created by Business

Associate, or is made accessible to Business Associate by Covered Entity. "Protected Health Information" includes Electronic Health Information.

- 9.21.1.6 "Required By Law" means a mandate contained in law that compels an entity to make a Use or Disclosure of Protected Health Information and that is enforceable in a court of law. Required by law includes, but is not limited to, court orders and court-ordered warrants; subpoenas or summons issued by a court, grand jury, a governmental or tribal inspector general, or any administrative body authorized to require the production of information; a civil or an authorized investigative demand; Medicare conditions of participation with respect to health care providers participating in the program; and statutes or regulations that require the production of information, including statutes or regulations that require such information if payment is sought under a government program providing benefits.
- 9.21.1.7 "Security Incident" means the attempted or successful unauthorized access, Use, Disclosure, modification, or destruction of information in, or interference with system operations of, an Information System which contains Electronic Protected Health Information. However, Security Incident does not include attempts to access an Information System when those attempts are not reasonably considered by Business Associate to constitute an actual threat to the Information System.
- 9.21.1.8 "Services" has the same meaning as in the body of this Agreement.
- 9.21.1.9 "Use" or "Uses" mean, with respect to Protected Health Information, the sharing, employment, application, utilization, examination or analysis of such Information within Business Associate's internal operations.
- 9.21.1.10 Terms used, but not otherwise defined in this Paragraph shall have the same meaning as those terms in the HIPAA Regulations.

9.21.2 OBLIGATIONS OF BUSINESS ASSOCIATE

9.21.2.1 Permitted Uses and Disclosures of Protected Health Information. Business Associate:

- (a) shall Use and Disclose Protected Health Information as necessary to perform the Services, and as provided in Sections 9.21.2.3 through 9.21.2.8, 9.21.4.3 and 9.21.5.2 of this Agreement;
- (b) shall Disclose Protected Health Information to Covered Entity upon request;
- (c) may, as necessary for the proper management and administration of its business or to carry out its legal responsibilities:
 - (i) Use Protected Health Information; and
 - (ii) Disclose Protected Health Information if the Disclosure is Required by Law. Business Associate shall not Use or Disclose Protected Health Information for any other purpose.

9.21.2.2 Adequate Safeguards for Protected Health Information.

Business Associate:

- (a) Shall implement and maintain appropriate safeguards to prevent the Use or Disclosure of Protected Health Information in any manner other than as permitted by this Paragraph. Business Associate agrees to limit the Use and Disclosure of Protected Health Information to the minimum necessary in accordance with the Privacy Regulation's minimum necessary standard.
- (b) Effective as of April 20, 2005, specifically as to Electronic Health Information, shall implement and maintain administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality,

integrity, and availability of Electronic Protected Health Information.

- 9.21.2.3 Reporting Non-Permitted Use or Disclosure and Security Incidents. Business Associate shall report to Covered Entity each Use or Disclosure that is made by Business Associate, its employees, representatives, agents or subcontractors but is not specifically permitted by this Agreement, as well as, effective as of April 20, 2005, each Security Incident of which Business Associate becomes aware. The initial report shall be made by telephone call to the Departmental Privacy Officer, telephone number 1(800) 711-5366 within forty-eight (48) hours from the time the Business Associate becomes aware of the non-permitted Use or Disclosure or Security Incident, followed by a full written report no later than ten (10) business days from the date the Business Associate becomes aware of the non-permitted Use or Disclosure or Security Incident to the Chief Privacy Officer at:
Chief Privacy Officer
Kenneth Hahn Hall of Administration
500 West Temple St., Suite 525
Los Angeles, CA 90012
- 9.21.2.4 Mitigation of Harmful Effect. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a Use or Disclosure of Protected Health Information by Business Associate in violation of the requirements of this Paragraph.
- 9.21.2.5 Availability of Internal Practices, Books and Records to Government Agencies. Business Associate agrees to make its internal practices, books and records relating to the Use and Disclosure of Protected Health Information available to the Secretary of the federal Department of Health and Human Services for purposes of determining Covered Entity's compliance with the Privacy and Security Regulations. Business Associate shall immediately notify Covered Entity of any requests made by the Secretary and provide Covered Entity with copies of any documents produced in response to such request.

- 9.21.2.6 Access to Protected Health Information. Business Associate shall, to the extent Covered Entity determines that any Protected Health Information constitutes a “designated record set” as defined by 45 C.F.R. § 164.501, make the Protected Health Information specified by Covered Entity available to the Individual(s) identified by Covered Entity as being entitled to access and copy that Protected Health Information. Business Associate shall provide such access for inspection of that Protected Health Information within two (2) business days after receipt of request from Covered Entity. Business Associate shall provide copies of that Protected Health Information within five (5) business days after receipt of request from Covered Entity.
- 9.21.2.7 Amendment of Protected Health Information. Business Associate shall, to the extent Covered Entity determines that any Protected Health Information constitutes a “designated record set” as defined by 45 C.F.R. § 164.501, make any amendments to Protected Health Information that are requested by Covered Entity. Business Associate shall make such amendment within ten (10) business days after receipt of request from Covered Entity in order for Covered Entity to meet the requirements under 45 C.F.R. § 164.526.
- 9.21.2.8 Accounting of Disclosures. Upon Covered Entity's request, Business Associate shall provide to Covered Entity an accounting of each Disclosure of Protected Health Information made by Business Associate or its employees, agents, representatives or subcontractors.

Any accounting provided by Business Associate under this Section 9.21.2.8 shall include: (a) the date of the Disclosure; (b) the name, and address if known, of the entity or person who received the Protected Health Information; (c) a brief description of the Protected Health Information disclosed; and (d) a brief statement of the purpose of the Disclosure. For each Disclosure that could require an accounting under this Section 9.21.2.8, Business Associate shall document the information specified in (a) through (d), above, and shall securely maintain the information for six (6) years from the date of the Disclosure. Business Associate shall provide to Covered Entity, within ten (10) business

days after receipt of request from Covered Entity, information collected in accordance with this Section 9.21.2.8 to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528.

9.21.3 OBLIGATION OF COVERED ENTITY

9.21.3.1 Obligation of Covered Entity. Covered Entity shall notify Business Associate of any current or future restrictions or limitations on the use of Protected Health Information that would affect Business Associate's performance of the Services, and Business Associate shall thereafter restrict or limit its own uses and disclosures accordingly.

9.21.4 TERM AND TERMINATION

9.21.4.1 Term. The term of this Paragraph shall be the same as the term of this Agreement. Business Associate's obligations under Sections 9.21.2.1 (as modified by Section 9.21.4.2), 9.21.2.3 through 9.21.2.8, 9.21.4.3 and 9.21.5.2 shall survive the termination or expiration of this Agreement.

9.21.4.2 Termination for Cause. In addition to and notwithstanding the termination provisions set forth in this Agreement, upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:

- (a) Provide an opportunity for Business Associate to cure the breach or end the violation and terminate this Agreement if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity;
- (b) Immediately terminate this Agreement if Business Associate has breached a material term of this Agreement and cure is not possible; or
- (c) If neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary of the federal Department of Health and Human Services.

9.21.4.3 Disposition of Protected Health Information Upon Termination or Expiration.

- (a) Except as provided in paragraph (b) of this section, upon termination for any reason or expiration of this Agreement, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.
- (b) In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make infeasible. If return or destruction is infeasible, Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further Uses and Disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

9.21.5 MISCELLANEOUS

9.21.5.1 No Third Party Beneficiaries. Nothing in this Paragraph shall confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.

9.21.5.2 Use of Subcontractors and Agents. Business Associate shall require each of its agents and subcontractors that receive Protected Health Information from Business Associate, or create Protected Health Information for Business Associate, on behalf of Covered Entity, to execute a written agreement obligating the agent or subcontractor to

comply with all the terms of this Paragraph.

- 9.21.5.3 Relationship to Services Agreement Provisions. In the event that a provision of this Paragraph is contrary to another provision of this Agreement, the provision of this Paragraph shall control. Otherwise, this Paragraph shall be construed under, and in accordance with, the terms of this Agreement.
- 9.21.5.4 Regulatory References. A reference in this Paragraph to a section in the Privacy or Security Regulations means the section as in effect or as amended.
- 9.21.5.5 Interpretation. Any ambiguity in this Paragraph shall be resolved in favor of a meaning that permits Covered Entity to comply with the Privacy and Security Regulations.
- 9.21.5.6 Amendment. The parties agree to take such action as is necessary to amend this Paragraph from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy and Security Regulations.

9.22 INDEMNIFICATION AND INSURANCE

9.22.1 Indemnification:

Contractor shall indemnify, defend, and hold harmless County and its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with Contractor's acts and/or omissions arising from and/or relating to this Agreement.

9.22.2 General Insurance Requirements:

Without limiting Contractor's indemnification of County, and during the term of this Agreement, Contractor shall provide and maintain, and shall require all of its subcontractors to maintain, the following programs of insurance specified in this Agreement. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by County, and

such coverage shall be provided and maintained at Contractor's own expense.

9.22.2.1 Evidence of Insurance: Certificate(s) or other evidence of coverage satisfactory to County shall be delivered to Department of Health Services, Contracts and Grants Division, 313 N. Figueroa Street, 6th Floor-East, Los Angeles, California 90012, Attention: Division Chief, prior to commencing services under this Agreement. Such certificates or other evidence shall:

- (a) Specifically identify this Agreement.
- (b) Clearly evidence ^{*}all coverages required in this Agreement.
- (c) Contain the express condition that County is to be given written notice by mail at least thirty (30) calendar days in advance of cancellation for all policies evidenced on the certificate of insurance.
- (d) Include copies of the additional insured endorsement to the commercial general liability policy, adding County of Los Angeles, its Special Districts, its officials, officers, and employees as insureds for all activities arising from this Agreement.
- (e) Identify any deductibles or self-insured retentions for County's approval. County retains the right to require Contractor to reduce or eliminate such deductibles or self-insured retentions as they apply to County, or, require Contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

9.22.2.2 Insurer Financial Ratings: Insurance is to be provided by an insurance company acceptable to County with an A.M. Best rating of not less than A:VII, unless otherwise approved by County.

9.22.2.3 Failure to Maintain Coverage:

Failure by Contractor to maintain the required insurance, or to provide evidence of insurance coverage acceptable to County, shall constitute a material breach of contract upon which County may immediately terminate or suspend this Agreement. County, at its sole option, may obtain damages from Contractor resulting from said breach. Alternatively, County may purchase such required insurance coverage, and without further notice to Contractor, County may deduct from sums due to Contractor any premium costs advanced by County for such insurance.

9.22.2.4 Notification of Incidents, Claims or Suits:

Contractor shall report to County:

- (a) any accident or incident relating to services performed under this Agreement which involves injury or property damage which may result in the filing of a claim or lawsuit against Contractor and/or County. Such report shall be made in writing within 24 hours of occurrence.
- (b) any third party claim or lawsuit filed against Contractor arising from or related to services performed by Contractor under this Agreement.
- (c) any injury to a Contractor employee which occurs on County property. This report shall be submitted on a County "Non-employee Injury Report" to County contract manager.
- (d) any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies or securities entrusted to Contractor under the terms of this Agreement.

9.22.2.5 Compensation for County Costs:

In the event that Contractor fails to comply with any of the indemnification or insurance requirements of this Agreement, and such failure to comply results in any costs to County, Contractor shall pay full compensation for all costs incurred by County.

9.22.2.6 Insurance Coverage Requirements for Subcontractors:

Contractor shall ensure any and all subcontractors performing services under this Agreement meet the insurance requirements of this Agreement by either:

- (a) Contractor providing evidence of insurance covering the activities of subcontractors, or
- (b) Contractor providing evidence submitted by subcontractors evidencing that subcontractors maintain the required insurance coverage. County retains the right to obtain copies of evidence of subcontractor insurance coverage at any time.

9.22.3 Insurance Coverage Requirements:

9.22.3.1 General Liability insurance (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following:

General Aggregate: \$2 million

Products/Completed
Operations Aggregate: \$1 million

Personal and Advertising Injury: \$1 million

Each Occurrence: \$1 million

9.22.3.2 Automobile Liability insurance (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than \$1 million for each accident. Such insurance shall include coverage for all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto".

9.22.3.3 Workers' Compensation and Employers' Liability insurance providing workers' compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which Contractor is responsible.

In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

Each Accident: \$1 million

Disease - policy limit: \$1 million

Disease - each employee: \$1 million

9.22.3.4 Professional Liability: Insurance covering liability arising from any error, omission, negligent or wrongful act of Contractor, its officers or employees with limits of not less than \$1 million per occurrence and \$3 million aggregate. The coverage also shall provide an extended two year reporting period commencing upon termination or cancellation of this Agreement.

9.23 INDEPENDENT CONTRACTOR STATUS

This Agreement is by and between County and Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between County and Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

Contractor shall be solely liable and responsible for providing to, or on behalf of, its employees all legally required employee benefits. County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, or other compensation or benefits to any personnel provided by Contractor.

Contractor understands and agrees that all persons furnishing services to County pursuant to this Agreement are, for purposes of workers' compensation liability, the sole employees of Contractor and not employees of County. Contractor shall bear the sole liability and responsibility for any and all workers' compensation benefits to any person as a result of injuries arising from or connected with services performed by or on behalf of Contractor pursuant to this Agreement.

9.24 LIQUIDATED DAMAGES

9.24.1 If, in the judgment of the Director, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Director, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the Contractor's invoice for work not performed. The work not performed and the amount to be withheld or deducted from payments to the Contractor from the County will be forwarded to the Contractor by the Director, or his/her designee, in a written notice describing the

reasons for said action.

9.24.2 If the Director determines that there are deficiencies in the performance of this Contract that the Director deems are correctable by the Contractor over a certain time span, the Director will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said time frame, the Director may:

9.24.2.1 Deduct from the Contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or

9.24.2.2 Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages shall be that which is specified in Technical Exhibit 1, Performance Requirements Summary (PRS) and Chart, and that the Contractor shall be liable to the County for liquidated damages in said amount. Said amount shall be deducted from the County's payment to the Contractor; and/or

9.24.2.3 Upon giving five (5) Days notice to the Contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private contractor, will be deducted and forfeited from the payment to the Contractor from the County, as determined by the County.

9.24.3 The action noted in Sub-section 9.24.2 shall not be construed as a penalty, but as adjustment of payment to the Contractor to recover the County cost due to the failure of the Contractor to complete or comply with the provisions of this Contract.

9.24.4 This Sub-section shall not, in any manner, restrict or limit the County's right to damages for any breach of this Contract provided by law or as specified in the PRS or Sub-section 9.24.2, and shall not, in any manner, restrict or limit the County's right to terminate this Contract as agreed to herein.

9.25 LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM

9.25.1 This Contract is subject to the provisions of the County's ordinance entitled Local Small Business Enterprise Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code. Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining, or attempting to obtain certification as a Local Small Business Enterprise. Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Local Small Business Enterprise.

9.25.2 If Contractor has obtained the County certification as a Local Small Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld information, and knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Contract to which it would not otherwise have been entitled, shall:

9.25.2.1 Pay to the County any difference between the Contract amount and what the County's costs would have been if the Contract had been properly awarded;

9.25.2.2 In addition to the amount described in the first paragraph of this section above, be assessed a penalty in an amount of not more than ten percent (10%) of the amount of the Contract; and

9.25.2.3 Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-Responsibility and Contractor Debarment).

The above penalties shall also apply if the Contractor is no longer eligible for certification as a result in a change of their status and Contractor failed to notify the State and the County's Office of Affirmative Action Compliance of this information.

9.26 NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION/TERMINATION OF AGREEMENT

Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Agreement. Should Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/ termination of this Agreement shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Agreement.

9.27 NON-DISCRIMINATION IN SERVICES

Contractor shall not discriminate in the provision of services hereunder because of race, color, religion, national origin, ethnic group identification, ancestry, sex, age, or condition of physical or mental handicap, in accordance with requirements of Federal and State laws, or in any manner on the basis of the client's/ patient's sexual orientation. For the purpose of this Paragraph, discrimination in the provision of services may include, but is not limited to, the following: denying any person any service or benefit or the availability of the facility; providing any service or benefit to any person which is not equivalent, or is provided in a non-equivalent manner, or at a non-equivalent time, from that provided to others; subjecting any person to segregation or separate treatment in any manner related to the receipt of any service; restricting any person in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit; and treating any person differently from others in determining admission, enrollment quota, eligibility, membership, or any other requirements or conditions which persons must meet in order to be provided any service or benefit. Contractor shall take affirmative action to ensure that intended beneficiaries of this Agreement are provided services without regard to race, color, religion, national origin, ethnic group identification, ancestry, sex, age, condition of physical or mental handicap, or sexual orientation.

Facility access for handicapped must comply with the Rehabilitation Act of 1973, Section 504, where Federal funds are involved, and Title III of the Federal Americans with Disabilities Act of 1990.

Contractor shall further establish and maintain written procedures under which any person, applying for or receiving services hereunder, may seek resolution from Contractor of a complaint with respect to any alleged discrimination in the provision of services by Contractor's personnel. Such procedures shall also include a provision whereby any such person, who is dissatisfied with Contractor's resolution of the matter, shall be referred by Contractor to the Director for the purpose of presenting his or her complaint of alleged discrimination. Such procedures shall also

indicate that if such person is not satisfied with County's resolution or decision with respect to the complaint of alleged discrimination, he or she may appeal the matter to the State Department of Health Services' Affirmative Action Division. At the time any person applies for services under this Agreement, he or she shall be advised by Contractor of these procedures.

A copy of such procedures, as identified hereinabove, shall be posted by Contractor in a conspicuous place, available and open to the public, in each of Contractor's facilities where services are provided hereunder.

9.28 NON-DISCRIMINATION IN EMPLOYMENT

9.28.1 Contractor certifies and agrees, pursuant to the Americans with Disabilities Act, the Rehabilitation Act of 1973, and all other Federal and State laws, as they now exist or may hereafter be amended, that it shall not discriminate against any employee or applicant for employment because of, race, color, religion, national origin, ethnic group identification, ancestry, sex, age, or condition of physical or mental handicap, or sexual orientation. Contractor shall take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment, without regard to race, color, religion, national origin, ethnic group identification, ancestry, sex, age, condition of physical or mental handicap, or sexual orientation in accordance with requirements of Federal and State laws. Such action shall include, but shall not be limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Contractor shall post in conspicuous places in each of Contractor's facilities providing services hereunder, positions available and open to employees and applicants for employment, and notices setting forth the provisions of this Paragraph.

9.28.2 Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants shall receive consideration for employment without regard to race, color, religion, national origin, ethnic group identification, ancestry, sex, age, condition of physical or mental handicap, or sexual orientation, in accordance with requirements of Federal and State laws.

9.28.3 Contractor shall send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract of understanding a notice advising the labor union

or workers' representative of Contractor's commitments under this Paragraph.

- 9.28.4 Contractor certifies and agrees that it shall deal with its subcontractors, bidders, or vendors without regard to race, color, religion, national origin, ethnic group identification, ancestry, sex, age, condition of physical or mental handicap, or sexual orientation, in accordance with requirements of Federal and State laws.
- 9.28.5 Contractor shall allow Federal, State, and County representatives, duly authorized by Director, access to its employment records during regular business hours in order to verify compliance with the anti-discrimination provisions of this Paragraph. Contractor shall provide such other information and records as such representatives may require in order to verify compliance with the anti-discrimination provisions of this Paragraph.
- 9.28.6 If County finds that any provisions of this Paragraph have been violated, the same shall constitute a material breach of contract upon which Director may suspend or County may determine to terminate this Agreement. While County reserves the right to determine independently that the anti-discrimination provisions of this Agreement have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that Contractor has violated Federal or State anti-discrimination laws shall constitute a finding by County that Contractor has violated the anti-discrimination provisions of this Agreement.
- 9.28.7 The parties agree that in the event Contractor violates any of the anti-discrimination provisions of this Paragraph, County shall be entitled, at its option, to the sum of Five Hundred Dollars (\$500) pursuant to California Civil Code Section 1671 as liquidated damages in lieu of canceling, terminating, or suspending this Agreement.

9.29 NOTICES

Any and all notices required, permitted, or desired to be given hereunder by one party to the other shall be in writing and shall be delivered to the other party personally or by facsimile transmission or U.S. mail (e.g., U.S. Priority, U.S. Express, certified or registered, return receipt requested), and addressed to the parties at the following addresses and to the attention of the person(s) named. Director shall have the authority to issue all notices which are required or permitted by County hereunder.

Addresses and persons to be notified may be changed by either party by giving ten (10) days prior written notice thereof to the other party.

9.29.1 Notices to County shall be addressed as follows:

- (1) Department of Health Services
Homeless Services Unit
313 North Figueroa Street, Room 912
Los Angeles, California 90012
Attention: Homeless Coordinator
- (2) Department of Health Services
Contracts and Grants Division
313 North Figueroa Street, Sixth Floor-East
Los Angeles, California 90012
Attention: Division Chief

9.29.2 Notices to Contractor shall be addressed as follows:

JWCH Institute, Inc.
1910 W. Sunset Boulevard, Suite 650
Los Angeles, California 90026
Attention: Alvaro Ballesteros, Executive Director

9.30 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015, Attachment I, in this contract.

9.31 PROHIBITION AGAINST DELEGATION AND ASSIGNMENT

9.31.1 Contractor shall not assign its rights or delegate its duties under the Agreement, or both, whether in whole or in part, without the prior written consent of the County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this paragraph, County consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under the Contract shall be deductible, at the County's sole discretion, against the claims which Contractor may have against the County.

- 9.31.2. Shareholders, partners, member, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Contract.
- 9.31.3 Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Contract which may result in the termination of the Contract. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

9.32 PROPRIETARY RIGHTS

All materials, data and other information of any kind obtained from the County and all materials, data, reports and other information of any kind developed by the Contractor under this Contract are confidential to and are solely the property of the County. Contractor shall take all necessary measures to protect the security and confidentiality of all such materials, data, reports and information. The provisions of this Paragraph 9.31 shall survive the expiration or other termination of this Contract.

- 9.32.1 Recognizing that County has no way to safeguard trade secrets or proprietary information, Contractor shall, and does, hereby keep and hold the County harmless from all damages, costs, and expenses by reason of any disclosure by the County of trade secrets and proprietary information. County shall not require the Contractor to provide any technical information that is proprietary to it, except as is requested by the County to successfully complete the services under the Contract.
- 9.32.2 County shall not require the Contractor to provide any information that is proprietary to it; provided, however, that if the County requests the Contractor proprietary information in order to successfully complete the services under this Contract,

Contractor shall mark such information "PROPRIETARY" and the County shall limit reproduction and distribution to the minimum extent consistent with the County's need for such information, and, when the County no longer needs such information, but in no event later than expiration or other termination of this Contract, the County shall either (1) cause all copies of such information to be returned to the Contractor, or (2) certify to the Contractor that all copies of such information have been destroyed.

9.33 RECORDS AND AUDITS

Contractor shall maintain books, records, documents and other evidence, and accounting procedures and practices sufficient to support all claims for payment made by the Contractor to the County. Such records shall be kept in accordance with Section 9.33 Records Retention and Inspection/Audit Settlement, herein below.

9.33.1 Client/Patient Records:

If clients/patients are treated hereunder, Contractor shall maintain adequate treatment records in accordance with all applicable Federal and State laws as they are now enacted or may hereafter be amended on each client/patient which shall include, but shall not be limited to, diagnostic studies, a record of client/patient interviews, progress notes, and a record of services provided by the various professional and paraprofessional personnel in sufficient detail to permit an evaluation of services. Client/patient records shall be retained for a minimum of seven (7) years following the expiration or earlier termination of this Agreement, except that the records of un-emancipated minors shall be kept at least one (1) year after such minor has reached the age of eighteen (18) years and in any case not less than seven (7) years, or until Federal, State, and/or County audit findings applicable to such services are resolved, whichever is later. Client/patient records shall be retained by Contractor at a location in Southern California and shall be made available at reasonable times to authorized representatives of Federal, State, and/or County governments during the term of this Agreement and during the period of record retention for the purpose of program review, financial evaluation, and/or fiscal audit. In addition to the requirements set forth under this Paragraph, Contractor shall comply with any additional record requirements which may be included in the Attachments and Exhibits attached hereto.

9.33.2 Financial Records:

Contractor shall prepare and maintain on a current basis,

complete financial records in accordance with generally accepted accounting principles and also in accordance with written guidelines, standards, and procedures which may from time to time be promulgated by Director. Such records shall clearly reflect the actual cost of the type of service for which payment is claimed and shall include, but not be limited to:

9.33.2.1 Books of original entry which identify all designated donations, grants, and other revenues, including County, Federal, and State revenues and all costs by type of service.

9.33.2.2 A General Ledger.

9.33.2.3 A written cost allocation plan which shall include reports, studies, statistical surveys, and all other information Contractor used to identify and allocate indirect costs among Contractor's various services. Indirect costs shall mean those costs incurred for a common or joint objective which cannot be identified specifically with a particular project or program.

9.33.2.4 Personnel records which show the percentage of time worked providing services claimed under this Agreement. Such records shall be corroborated by payroll timekeeping records, signed by the employee and approved by the employee's supervisor, which show time distribution by programs and the accounting for total work time on a daily basis. This requirement applies to all program personnel, including the person functioning as the executive director of the program, if such executive director provides services claimed under this Agreement.

9.33.2.5 Personnel records which account for the total work time of personnel identified as indirect costs in the approved contract budget. Such records shall be corroborated by payroll timekeeping records signed by the employee and approved by the employee's supervisor. This requirement applies to all such personnel, including the executive director of the program, if such executive director provides services claimed under this Agreement.

The entries in all of the aforementioned accounting and statistical records must be readily traceable to applicable source documentation (e.g., employee

timecards, remittance advice, vendor invoices, appointment logs, client/patient ledgers). All financial records shall be retained by Contractor at a location in Southern California during the term of this Agreement and for a minimum period of five (5) years following expiration or earlier termination of this Agreement, or until Federal, State and/or County audit findings are resolved, whichever is later. During such retention period, all such records shall be made available during normal business hours to authorized representatives of Federal, State, or County governments for purposes of inspection and audit. In the event records are located outside Los Angeles County, Contractor shall pay County for all travel, per diem, and other costs incurred by County for any inspection and audit at such other location.

9.33.3 Preservation of Records:

If following termination of this Agreement Contractor's facility is closed or if ownership of Contractor changes, within forty-eight (48) hours thereafter, the Director is to be notified thereof by Contractor in writing and arrangements are to be made by Contractor for preservation of the client/patient and financial records referred to hereinabove.

9.33.4 Audit Reports:

In the event that an audit of any or all aspects of this Agreement is conducted of Contractor by any Federal or State auditor, or by any auditor or accountant employed by Contractor or otherwise, Contractor shall file a copy of each such audit report(s) with the Director and County's Department of Health Services - Financial Services Division, and County's Auditor-Controller within thirty (30) calendar days of Contractor's receipt thereof, unless otherwise provided for under this Agreement, or under applicable Federal or State regulations. To the extent permitted by law, County shall maintain the confidentiality of such audit report(s).

9.33.5 Independent Audit: Contractor's financial records shall be audited by an independent auditor for every year that this Agreement is in effect.

The audit shall satisfy the requirement of the Federal Office of Management and Budget ("OMB") Circular Number A-133. The audit shall be performed by an independent Auditor in accordance

with Governmental Financial Auditing Standards developed by the Comptroller General of the United States, and any other applicable Federal, State, or County statutes, policies, or guidelines. Contractor shall file such audit report(s) with the County's Department of Health Services - Financial Services Division no later than ninety (90) calendar days from the completion of the audit.

The independent auditor's work papers shall be retained for a minimum of three (3) years from the date of the report, unless the auditor is notified in writing by County to extend the retention period. Audit work papers shall be made available for review by Federal, State, or County representatives upon request.

9.33.6 Federal Access to Records: If, and to the extent that, Section 1861(v)(1)(I) of the Social Security Act [42 United States Code ("U.S.C.") Section 1395x(v)(1)(I)] is applicable, Contractor agrees that for a period of five (5) years following the furnishing of services under this Agreement, Contractor shall maintain and make available, upon written request, to the Secretary of the United States Department of Health and Human Services or the Comptroller General of the United States, or to any of their duly authorized representatives, the contracts, books, documents, and records of Contractor which are necessary to verify the nature and extent of the cost of services provided hereunder. Furthermore, if Contractor carries out any of the services provided hereunder through any subcontract with a value or cost of Ten Thousand Dollars (\$10,000) or more over a twelve (12) month period with a related organization (as that term is defined under Federal law), Contractor agrees that each such subcontract shall provide for such access to the subcontract, books, documents, and records of the subcontractor.

9.33.7 Program/Fiscal Review: In the event County representatives conduct a program review or financial evaluation of Contractor, Contractor shall fully cooperate with County's representatives. Contractor shall allow County representatives access to all financial records, medical records, program records, and any other records pertaining to services provided under this Agreement. Additionally, Contractor shall make its personnel, facilities, and medical protocols available for inspection at reasonable times by authorized representatives of County. Contractor shall be provided with a copy of any written program review or financial evaluation reports. Contractor shall have the opportunity to review County's program review and financial evaluation reports, and shall have thirty (30) calendar days after

receipt of County's findings to review the results and to provide documentation to County to resolve exceptions. If, at the end of the thirty (30) day period, there remain exceptions which have not been resolved to the satisfaction of County's representatives, then the exception rate found in the audit or sample results thereafter shall be applied to the total County payments made to Contractor for all claims paid during the program review or financial evaluation period under review to determine Contractor's liability to County.

- 9.33.8 Failure to Comply: Failure of Contractor to comply with the terms of this Paragraph shall constitute a material breach of contract upon which Director may suspend or County may immediately terminate this Agreement.

9.34 RECORDS RETENTION AND INSPECTION/AUDIT SETTLEMENT

Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract. Contractor agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or records relating to this Contract. County reserves the right to conduct record inspection and audits with no advance notification to the Contractor when certain extenuating circumstances exist such as allegations of fraud or abuse. All such material, including, but not limited to, all financial records, timecards and other employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Contract and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

- 9.34.1 In the event that an audit of the Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. The County

shall make a reasonable effort to maintain the confidentiality of such audit report(s).

- 9.34.2 Failure on the part of the Contractor to comply with any of the provisions of this sub-paragraph 9.34 shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.
- 9.34.3 If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the County may conduct an audit of the Contractor regarding the work performed under this Contract, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference shall be either: a) repaid by the Contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this Contract or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference shall be paid to the Contractor by the County by cash payment, provided that in no event shall the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.
- 9.34.4 Contractor agrees that the County, State and Federal representatives or any duly authorized representatives thereof, shall, at any reasonable time, have access to and the right to examine, monitor, audit, excerpt, copy or transcribe any pertinent transaction, activity, time cards, or other records relating to this Contract at no cost to the County. Such material, including all pertinent costs, accounting, financial records and proprietary data shall be kept and maintained by the Contractor for a period of five (5) years after the term of this Contract, unless Director's written permission is given to dispose of such material prior to the end of such period, or until audited, whichever is longer. County may require specific records be retained longer than five (5) years when there is outstanding litigation, unresolved disputes or any audit.
- 9.34.5 Other required documents to be retained include, but not limited to:
 - 9.34.5.1 Invoices/Check Stubs: Monthly and any supplemental invoices and DHS reimbursement check stubs.

9.34.5.2. Confidentiality Agreement: "Contractor Employee Acknowledgment & Confidentiality Agreement."

9.34.5.3. Licenses: Fire Permit, Elevator License, if applicable, Business licenses and Certifications relating to Contractor's profession.

9.34.5.4. Minutes of Performance Evaluation Meetings: The CCA writes the minutes of any Performance Evaluation Meetings and shall provide to the Contractor for retention.

9.34.6 The County, its Auditor-Controller or designee, hereby retains the right to conduct, during normal business hours, an audit and re-audit of the books, records, and business conducted by the Contractor and observe the operation of the business so that accuracy of the above records and any of the Contractor's invoices for services provided can be confirmed.

9.34.6.1. All such material shall be maintained by the Contractor at a location in Los Angeles County, provided that if such material is located outside Los Angeles County, either (1) pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy or transcribe such material at such other location, or (2) pay to have such materials promptly returned to a Contractor facility located in Los Angeles County for examination by the County.

9.34.6.2. Failure on the part of the Contractor to comply with the provisions of this Section 9.33 shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.

9.35 RECYCLED BOND PAPER

Consistent with the Los Angeles County Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use recycled-content paper to the maximum extent possible in connection with the services to be performed by Contractor under this Agreement.

9.36 RESTRICTIONS ON LOBBYING

9.36.1 Federal Certification and Disclosure Requirement:

If any Federal monies are to be used to pay for Contractor's services under this Agreement, Contractor shall comply with all certification and disclosure requirements prescribed by Section 319, Public Law 101-121 (Title 31, U.S.C., Section 1352) and any implementing regulations, and shall ensure that each of its subcontractors receiving funds provided under this Agreement also fully comply with all such certification and disclosure requirements.

9.36.2 County Lobbyists:

Contractor and each County lobbyist or County lobbying firm as defined in Los Angeles County Code Section 2.160.010, retained by Contractor, shall fully comply with the County Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of Contractor or any County lobbyist or County lobbying firm retained by Contractor to fully comply with the County Lobbyist Ordinance shall constitute a material breach of contract upon which Director may suspend or County may immediately terminate this Agreement.

9.37 RULES AND REGULATIONS

During the time that Contractor's employees are on County premises, such employees shall be subject to the rules and regulations of such County premises. It is the responsibility of Contractor to acquaint its employees who are to provide services hereunder with such rules and regulations. Contractor shall permanently withdraw any of its employees from the provision of services hereunder upon receipt of written notice from Director that: (1) such employee has violated such rules or regulations, or (2) such employee's actions, while on County premises, indicate that the employee may adversely affect the delivery of health care services. Upon removal of any employee, Contractor shall immediately replace the employee and continue services hereunder.

9.38 SUBCONTRACTING

Contractor, with prior written consent of Director and to the extent permitted by law, may also subcontract in writing with other individuals or entities for the provision of services under this Agreement, so long as Contractor remains fully and solely responsible to County for the performance of any such services and does not abdicate or attempt to abdicate any of its contract duties under this Agreement, and the subcontractor has no rights whatsoever to compensation or other benefits from County under the subcontract relationship. Contractor shall ensure that its subcontractor(s) providing services under this Agreement meet the

requirements of this Agreement, and shall ensure that all subcontract documents hereunder include such requirements.

Subcontract(s) shall be made in the name of Contractor and shall not bind nor purport to bind County. The making of subcontract(s) hereunder shall not relieve Contractor of any requirement under this Agreement, including, but not limited to, the duty to properly supervise and coordinate the work of its subcontractor(s).

Director agrees to provide Contractor with written notice of approval or disapproval to subcontract with other individuals or entities within fourteen (14) calendar days of receipt of Contractor's written request.

9.39 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

Failure of the Contractor to maintain compliance with the requirements set forth in Section 9.13, Contractor's Warranty of Adherence to the County's Child Support Compliance Program, shall constitute a default by the Contractor under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure to cure such default within ninety (90) days of notice by the Los Angeles County Child Support Services Department (CSSD) shall be grounds upon which the County Board of Supervisors may terminate this Contract pursuant to Section 9.41, Termination For Default of the Contractor.

Contractor acknowledges that the County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post County's *L.A.'s Most Wanted: Delinquent Parents* poster in a prominent position at the Contractor's place of business. County's CSSD will supply the Contractor with the poster to be used.

9.40 TERMINATION FOR CONVENIENCE OF THE COUNTY

9.40.1 Performance of services under this Contract may be terminated by the County, in whole or in part, when such action is deemed by the County to be in its best interest. Termination of work shall be effected by delivery to the Contractor of a thirty (30) calendar-day, prior written Notice of Termination. The Notice of Termination shall specify the extent to which performance of work is terminated and the date upon which such termination becomes effective.

- 9.40.2 If, during the term of this Contract, the County funds appropriated for the purposes of this Contract are reduced or eliminated, County may immediately terminate this Contract upon written notice to the Contractor.
- 9.40.3 After receipt of the Notice of Termination and except as otherwise directed by the County, the Contractor shall:
- 9.40.3.1 Immediately stop services under this Contract on the date and to the extent specified in the Notice of Termination.
- 9.40.3.2. Complete performance of such part of the work as shall not have been terminated by the Notice of Termination.
- 9.40.4 After receipt of a Notice of Termination, Contractor shall submit to the County, in the form and with the certifications as may be prescribed by the County, its termination claim and invoice. Such claim and invoice shall be submitted promptly, but not later than three (3) months from the effective date of termination. Upon failure of the Contractor to submit its termination claim and invoice within the time allowed, the County may determine, on the basis of information available to the County, the amount, if any, due to the Contractor in respect to the termination and such determination shall be final. After such determination is made, the County shall pay the Contractor the amount so determined.
- 9.40.5 Upon termination of this Contract, Contractor shall deliver to the County all work completed or in progress, including all data, reports and deliverables within ten (10) business days after termination of this Contract.
- 9.40.6 Upon termination of this Contract, Contractor shall comply with the provisions of Section 9.34, Records Retention and Inspection/Audit Settlement, herein above.
- 9.40.7 Subject to the provisions of Subsection 9.40.4, the County and the Contractor shall negotiate an equitable amount to be paid to the Contractor by reason of the total or partial termination of work pursuant to this Section 9.40. Said amount may include a reasonable allowance for overhead on work done but shall not include an allowance on work terminated. County shall pay the agreed amount, subject to other limitations and provided that such amount shall not exceed the total funding obligated under this Contract, as reduced by the amount of payments otherwise made and as further reduced by the Contract price of work not

terminated.

9.41 TERMINATION FOR DEFAULT OF THE CONTRACTOR

9.41.1 County may, subject to the provisions outlined below, by written notice of default to the Contractor, terminate the whole or any part of this Contract in any one of the following circumstances:

9.41.1.1 If the Contractor fails to perform the service within the time specified or, with prior the County approval, any extension thereof.

9.41.1.2. If the Contractor fails to perform any of the other provisions of this Contract, or so fails to make progress as to endanger performance of this Contract in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of three (3) calendar days (or such longer period as the County may authorize in writing) after receipt of notice from the County specifying such failure.

9.41.2 In the event the County terminates this Contract in whole or in part as provided in this Section 9.41, the County may procure, upon such terms and in such manner as the County may deem appropriate, services similar to those terminated. Contractor shall be liable to the County for any incremental and excess costs for such similar services; or

9.41.3 If, after giving Notice of Termination of this Contract under the provisions of this Section 9.41, it is determined for any reason that the Contractor was not in default under the provisions of this Section 9.41 or that the default was excusable, the rights and obligations of the parties shall be the same as if the Notice of Termination had been issued pursuant to Section 9.41, Termination For Convenience of the County, herein above.

9.41.4 Upon termination of this Contract, the Contractor shall adhere to the termination provisions of Section 9.40 herein above.

9.42 TERMINATION FOR IMPROPER CONSIDERATION

9.42.1 County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the

intent of securing this Contract or securing favorable treatment with respect to the award, amendment or extension of this Contract or the making of any determinations with respect to the Contractor's performance pursuant to this Contract. In the event of such termination, the County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.

9.42.2 Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.

9.42.3 Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

9.43 TERMINATION FOR NON-APPROPRIATION OF FUNDS

The County's obligation is payable only from funds appropriated for the purpose of this Contract. All funds for payments after the end of the current Fiscal Year are subject to Federal, State or County's legislative appropriation for this purpose. In the event this Contract extends into succeeding Fiscal Year periods and the Board of Supervisors or the State or federal Legislature does not allocate sufficient funds for the next succeeding Fiscal Year payments, services shall automatically be terminated as of the end of the then current Fiscal Year.

County shall make a good faith effort to notify the Contractor, in writing, of such non-appropriation at the earliest time.

9.44 TERMINATION FOR NON-ADHERENCE TO LOBBYIST ORDINANCE

The Contractor, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the Contractor, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the Contractor or any County Lobbyist or County Lobbying firm retained by the Contractor to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Contract, upon which the County may in its sole discretion, immediately terminate or suspend this Contract.

9.45 WAIVER

No waiver of a breach of any provision of this Contract by the County will constitute a waiver of any other breach of said provision or any other provision of this Contract. Failure of the County to enforce, at any time or from time to time, any provision of this Contract, shall not be construed as a waiver thereof. No waiver shall be enforced unless said waiver is set forth in writing.

9.46 WARRANTY AGAINST CONTINGENT FEES

9.46.1 The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon any Contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

9.46.2 For breach of this warranty, the County shall have the right to terminate this Contract and, at its sole discretion, deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

/

/

/

/

/

/

/

/

/

/

/

/

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Agreement to be subscribed by its Director of Health Services, and Contractor has caused this Agreement to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By _____
Bruce A. Chernof, M.D.
Director and Chief Medical Officer

JWCH Institute, Incorporated
Contractor

By _____
Signature

Printed Name

Title _____
(AFFIX CORPORATE SEAL)

APPROVED AS TO FORM
BY THE OFFICE OF THE COUNTY COUNSEL
RAYMOND G. FORTNER
County Counsel

APPROVED AS TO CONTRACT
ADMINISTRATION:

Department of Health Services

By _____
Cara O' Neill, Chief
Contracts and Grants Division

JWCH.RecupCare.05/23/07.KS

ATTACHMENT A:
STATEMENT OF WORK AND TECHNICAL EXHIBITS

STATEMENT OF WORK
RECUPERATIVE CARE SERVICES

TABLE OF CONTENTS

<u>SECTION</u>	<u>PAGE</u>
1.0 OVERVIEW	1
2.0 DEFINITION	1
2.1 Caseload Characteristics	2
2.2 Caseload Projections	2
3.0 SCOPE OF WORK	3
3.1 Recuperative Care Responsibilities	3
3.2 Contractor Management Services	5
4.0 CONTRACTOR ADMINISTRATIVE SERVICES	6
4.1 Supervisory, administrative services	6
4.2 Acknowledgment of Employer	6
4.3 Contractor staff releases	6
4.4 I.D. Badges	6
4.5 Direct services	6
5.0 PERFORMANCE OUTCOME MEASURES	6
6.0 PERFORMANCE REQUIREMENTS STANDARDS	7
7.0 COUNTY PERSONNEL RESPONSIBILITIES	7
8.0 CONTRACTOR PERSONNEL TRAINING	8
8.1 Contractor Staff	8
8.2 Contractor Staff Desirable Minimum Qualifications	11
9.0 CONTRACTOR'S QUALITY CONTROL PLAN	12
10.0 COUNTY'S QUALITY ASSURANCE PLAN	13
10.1 Performance Evaluation Meetings	13
10.2 Contractor Discrepancy Report(s)	13
11.0 HOURS OF OPERATION	14
12.0 COMPLAINTS	14
12.1 Civil Rights Compliant Procedure	14
13.0 CUSTOMER SERVICE	14

STATEMENT OF WORK
RECUPERATIVE CARE SERVICES
TABLE OF CONTENTS

14.0	CONTRACTOR RESPONSIBILITIES AND FURNISHED ITEMS	14
14.1	Subcontractors	14
14.1.1	Private and Semi-Private Beds	15
14.1.2	Work areas	15
14.1.3	Medical Office space	15
14.1.4	Linen and Laundry services	15
14.1.5	Meals	15
14.1.6	Security staff	15
14.1.7	Janitorial and maintenance services	15
14.2	Equipment, Supplies and Materials	15
15.0	CONFIDENTIALITY OF RECORDS	15
16.0	RECORD KEEPING	15
16.1	Maintenance of Records	15
17.0	REPORTING TASKS	16
17.1	RC Monthly Program Reporting Requirements	17
17.2	Customer Satisfaction Questionnaire	17
18.0	COOPERATION WITH COUNTY MONITORING/OVERSIGHT	17
19.0	USE OF OUTSIDE RESOURCES	18
20.0	TECHNICAL EXHIBITS	19
1	Performance Requirements and Summary Chart	20
2	Contract Discrepancy Report	26
3	Service Planning Areas	27
4	Sample Monthly Invoice	28
5	Customer Satisfaction Questionnaire	29
6	Mailing Address for Homeless Services Program Coordinator	30

STATEMENT OF WORK

RECUPERATIVE CARE SERVICES

1.0 OVERVIEW

The County of Los Angeles (County) Department of Health Services (DHS or the Department) operates five hospitals which provide inpatient care to approximately 300-400 homeless individuals per month. Many of these patients require ongoing caretaking and medical oversight after discharge from acute hospital care. Without adequate access to such care, homeless individuals who are no longer medically acute are discharged to shelters. Living in a shelter can present obstacles for full recuperation, as shelters do not provide health care monitoring and medication support. In addition, emergency shelters do not allow residents to remain in bed during daytime hours. This service gap increases the likelihood that former acute care patients will relapse and return to more costly acute levels of care. Recuperative care is a service that addresses this need within Los Angeles County.

The Department is implementing fifteen (15) new recuperative care beds for homeless DHS patients. The contracted recuperative care services will be offered within a homeless shelter environment and will provide private and/or semi-private rooms for individuals, who were inpatients in a DHS facility and no longer require acute hospital care, but do require some caretaking/medical oversight to further convalesce.

DHS requires a Contractor with professional health care staff to provide appropriate oversight to support the caretaking/medical needs of homeless DHS patients with complex psychosocial and health care issues. Recuperative Care (RC) Services under this Contract will operate under the guidance and direction of DHS and is subject to State and County rules and regulations, and federal guidelines and standards.

RC Services provided under this Contract will be provided to individuals referred by DHS staff.

This Statement of Work (SOW) details the services the Contractor is expected to provide during the term of the Contract.

2.0 DEFINITION

Recuperative care aims to address the challenge of providing medical services for homeless persons needing to further recuperate from a physical injury or illness after an acute hospitalization. Services are offered 24-hours-a day in a safe and dignified healing environment for homeless persons who are too sick to

be without shelter, but not sick enough to be in the hospital, skilled nursing or intermediate care facility. The services include, but are not limited to; general oversight of medical condition, monitoring of vital signs, wound care, medication monitoring, and assistance with activities of daily living.

Recuperative care includes the following defining characteristics:

- A short term specialized program focused on homeless persons who have a medical injury/illness.
- Comprehensive residential care providing residents the opportunity to rest while being able to access medical and supportive services that assist in completing their recuperation.
- Length of stay restricted to the period of time required to complete medical recovery and to access community services and housing opportunities.
- Collaboration with other local providers who offer a variety of services to residents during their stay in recuperative care including continuity of care when the resident moves into the community.
- Respect for human dignity of all residents and staff.
- Active participation by residents in the process of their recuperation and discharge planning.
- A bridge that closes the gap between acute medical services currently provided in hospitals/emergency rooms, and homeless shelters that do not have the capacity to provide the needed recuperative care and more permanent housing options.

2.1 CASELOAD CHARACTERISTICS

County shall refer homeless DHS patients to Contractor based on the participants' eligibility. This caseload is composed of homeless DHS patients discharged from DHS inpatient facilities who require ongoing caretaking and medical oversight to further recuperate.

In assisting this population of homeless clients, Contractor is to be mindful of the barriers that clients must overcome. Examples of these barriers or needs include the following:

- Lack of stable, affordable housing;
- History of chronic illness and physical disabilities;

- History of domestic violence, mental health illness and/or substance abuse;
- History of incarceration/criminal activities; and
- Lack of social support system.

2.2 CASELOAD PROJECTIONS

A total of fifteen (15) RC beds will be operational seven (7) days a week, twenty-four (24) hours a day during the term of this contract. It is estimated that approximately Three Hundred Fifty (350) total homeless DHS patients will be referred for RC services. It is expected that the length of stay will be a maximum of thirty (30) days unless otherwise approved by the County.

3.0 SCOPE OF WORK

Contractor shall meet the expectations as detailed in general in this Attachment A, Statement of Work. Contractor shall meet the specific needs of Service Planning Areas 1 through 8 (see Technical Exhibit 3).

Contractor shall provide an environment that is businesslike, positive and motivating for participants. Contractor staff shall act in a professional manner in welcoming, providing care, and assisting the homeless DHS patients in linking to needed supportive services.

Services, programs, forms, signs, notices and other written materials that the Contractor uses for the provision of RC services must be available and offered to homeless DHS patients in English and Spanish, with prior approval by the DHS.

3.1 RECUPERATIVE CARE RESPONSIBILITIES

Contractor shall provide the above mentioned services and has the following RC responsibilities:

- 3.1.1 Accept patients discharged from DHS inpatient facility that meet RC eligibility criteria.
- 3.1.2 Employ at a minimum four (4) full-time Licensed Vocational Nurses (LVNs) to ensure coverage seven (7) days a week, twenty-four (24) hours a day, one (1) full-time Nurse Manager, and one (1) part-time Case Manager.
- 3.1.3 Provide a licensed Physician, Physicians Assistant or Nurse Practitioner on-call seven (7) days a week, twenty-four (24) hours a day.

- 3.1.4 Provide medical oversight for fifteen (15) RC participants seven (7) days a week, twenty-four (24) hours a day.
- 3.1.5 Enroll into RC services DHS patients determined by the Contractor to be eligible for services.
- 3.1.6 Conduct a health assessment within twenty-four (24) hours of arrival at RC location.
- 3.1.7 Conduct a psycho-social assessment within forty-eight (48) hours from the date of arrival at RC location.
- 3.1.8 Develop a care plan for all RC participants within forty-eight (48) hours of arrival at RC location.
- 3.1.9 Subcontract with a shelter provider for adequate space and shelter based services. (See Recuperative Care Services Agreement, Paragraph 9.38, Subcontracting)
- 3.1.10 Conduct multi-disciplinary case conferences at a minimum of one time per week that reviews the health, psychosocial and discharge plans of all RC participants and includes an LVN, the Nurse Manager and the Case Manager at a minimum.
- 3.1.11 Assist RC participants to establish Medi-Cal/SSI/SSDI benefits or identify employment opportunities.
- 3.1.12 Develop formal agreements with mental health and substance abuse care providers for patient services that may be needed.
- 3.1.13 Ensure that newly hired RC staff receive program orientation and ongoing training.
- 3.1.14 Assist RC participants to secure a regular primary health care provider in order to reduce reliance on DHS emergency room and inpatient services.
- 3.1.15 Ensure that RC participants receive ongoing and regular case management intervention. (See Recuperative Care Services Agreement, Paragraph 8.1.3., Case Management Staff)
- 3.1.16 Assist each RC participant that completes the program to transition to permanent housing or another appropriate housing resource when recuperation period is complete.
- 3.1.17 Ensure that prior to terminating RC services, that each RC

participant who completes the program is transitioned into needed supportive services such as housing, health and mental health care, substance use treatment, etc.

- 3.1.18 Develop appropriate consent for services and HIPAA authorization to be approved by County prior to delivering services.

3.2 CONTRACTOR MANAGEMENT SERVICES

In addition to the required responsibilities and duties delineated above, the Contractor is required to perform the following management responsibilities for the duration of the Contract period:

- 3.2.1 Planning, coordinating, implementing and monitoring of these service deliverables.
- 3.2.2 Ensuring there are sufficient professional, experienced, and competent staff bilingual in Spanish/English to administer the RC services as described within the scope of work.
- 3.2.3 Ensuring oversight of the delivery of services and when there is a vacancy, ensures that a replacement is made within fifteen (15) days. Ensuring all staff levels needed for the delivery of direct services are present and when there is a vacancy, replacements are made within thirty (30) days.
- 3.2.4 Ensuring that the staffing plan is in place to guarantee uninterrupted delivery of services during a staff reduction situation.
- 3.2.5 Ensuring that all required posters and materials are posted in Contractor's sites as directed by DHS, and are accessible to all RC participants, and RC staff.
- 3.2.6 Ensuring that Contractor meets with DHS on a regular basis to discuss programmatic issues, general procedural issues, and general concerns as needed. Either DHS or Contractor may request such a meeting.
- 3.2.7 Assist RC participants to complete a one-time Customer Satisfaction Questionnaire (Technical Exhibit 6).
- 3.2.8 Ensure that all Contractor created forms be reviewed and approved by DHS prior to providing to DHS patient or referral agency(ies).
- 3.2.9 Develop RC policies and procedures that at a minimum include program rules and regulations, client admission and exclusion

criteria, methodology for referrals into RC services, TB guidelines, and discharge from RC services. Policies and procedures are to be submitted to County for approval prior to providing RC services.

3.2.10 Develop all applicable forms such as screening tools, assessment and treatment plan formats, and logs to track program outcomes.

3.2.11 Ensure that an appropriate discharge plan is developed for each RC participant. Prior approval must be obtained from County for lengths of stay longer than 30 days.

4.0 CONTRACTOR ADMINISTRATIVE SERVICES

Contractor shall be responsible for the following additional responsibilities:

- 4.1 Provide supervisory, administrative and direct services to Contractor personnel to accomplish the services required under this Contract.
- 4.2 Obtain written verification of acknowledgment that the Contractor personnel performing services herein understand that they are employees of the Contractor and not the County.
- 4.3 At the sole discretion of DHS, any Contractor employee/worker may be removed from performing any service directly related to the subject matter of this Contract. Such removal shall occur immediately upon the written or oral request of DHS. DHS will confirm any oral requests in writing.
- 4.4 Provide each employee with an identification badge that includes the Contractor's name, employee's name and photograph. Such badge shall be displayed on the employee's person at all times while employee is in a County facility or a Contractor facility providing RC services.
- 4.5 Ensure Contractor staff providing direct services are:
 - a) Required to maintain a neat, businesslike appearance and behave in a professional manner;
 - b) Able to handle sensitive materials and perform confidential duties;
 - c) Able to multi-task;
 - d) Able to work both independently or within a team;
 - e) Able to communicate effectively using good judgment and diplomacy;

- f) Able to fluently read, write, speak, and understand English; and
- g) Maintain all required employee/Contractor licenses.

5.0 PERFORMANCE OUTCOME MEASURES

The Contract includes three (3) Performance Outcome Measures that will measure the Contractor's performance related to providing RC services. These measures will evaluate the Contractor's ability to enroll DHS patients, provide medical and case management services to reduce RC participants' reliance on acute hospital care, improve access to medical and other supportive services, and increase access to public benefits. These measures are as follows:

- A maximum of 50% of RC participants that complete the program will visit a DHS emergency room during the ninety (90) days following their enrollment into RC.
- A minimum of 90% of RC participants that complete the program will have a referral, appointment date/time and plan for accessing services at a primary health care provider prior to RC discharge.
- A minimum of 90% of RC participants who completed the program will be evaluated for public benefits eligibility prior to RC discharge and assisted with applications when appropriate.

6.0 PERFORMANCE REQUIREMENTS STANDARDS (PRS)

The proposed Contract will include PRS that will measure the Contractor's performance related to the RC program and operational measures which include Administrative, Fiscal and Service Delivery.

Technical Exhibit 1 includes a PRS chart that summarizes the Standards and their corresponding Acceptable Quality Level (AQL). The County, at its sole discretion, may make changes in the PRS via a change notice, as noted in Recuperative Care Services Agreement, Section 9.1, Alteration of Terms.

7.0 COUNTY PERSONNEL RESPONSIBILITIES

DHS will designate the Homeless Service Coordinator (HSC) to oversee the recuperative care services described within this agreement. Responsibilities will include:

- 7.1 Manage and monitor the Scope of Work and programmatic elements of the RC Contract.
- 7.2 Act as the Quality Assurance Evaluator (QAE) for the County on all

services, requirements, and deliverables pertinent to the Contract and monitor the Contractor's performance under the Contract using the quality assurance procedures established in Technical Exhibit 1, PRS, or any other procedures that may be necessary to ascertain that the Contractor is in compliance with this Contract.

- 7.3 QAE shall ensure that services, requirements, and deliverables of the Contract are met and evaluate the Contractor's performance under this Contract.
- 7.4 Inform the Contractor of the name, address, and telephone number of the QAE, in writing, at the time this Contract is awarded, and at any time thereafter if a change of QAE is made.
- 7.5 Act as the Contract Monitor to oversee all provisions under the Contract. Monitoring may include administrative monitoring primarily involving the terms and conditions of the Contract, fiscal monitoring in compliance with the Contract fiscal provisions, and monitoring of the services as required by the Statement of Work and PRS.

8.0 CONTRACTOR PERSONNEL TRAINING

Contractor shall ensure that staff are provided training prior to performing services under this contract. The training shall include, but not be limited to:

- Cultural awareness training;
- Child and elder abuse and welfare fraud awareness and reporting training;
- Sexual harassment identification and reporting training;
- Substance use and mental health training.

8.1 CONTRACTOR STAFF:

Contractor shall provide the following staff positions:

8.1.1 RECUPERATIVE CARE COORDINATOR (RCC)

Contractor shall provide a RCC, who shall be responsible for the overall day-to-day activities, management and coordination of the Contract and liaison activities with County. The RCC shall be a licensed Physician, Physicians Assistant or a Nurse Practitioner. The RCC and a designated alternate shall be identified in writing prior to the Contract award and at anytime thereafter if a change of

RCC or alternate is made.

Duties of the RCC shall include, but not necessarily be limited to the following:

- Administrative supervision and management oversight of the RC services;
- Preparation and submission of monthly reports, invoices and other required documentation;
- Oversight of all RC requirements, including subcontractor services;
- Ensure contract compliance;
- Medical supervision and oversight of RC health care staff;
- Regular medical supervision sessions with RC health care staff;
- Chart review and case conferences on RC participants; and
- On-call availability for emergency situations.

8.1.2 HEALTH CARE STAFF

Contractor shall provide qualified health care staff who will:

- Conduct a RC health assessment in order to develop a RC treatment plan;
- Provide a licensed Physician, Physicians Assistant or Nurse Practitioner on-site fifteen (15) hours a week and on-call twenty-four (24) hours a day, seven (7) days a week;
- Provide a full time Nurse Manager to oversee all daily health care operations and activities;
- Provide a Licensed Vocational Nurse (LVN) on-site twenty-four (24) hours a day, seven (7) days a week;
- Perform daily vital signs and health monitoring;

- Coordinate follow-up medical appointments and ensure assignment to a primary care medical home; and
- Create a medical case file for each RC participant. All case files shall contain, but are not limited to, the following:
 - a) RC admission packet;
 - b) RC health and psychosocial assessment;
 - c) RC treatment plan;
 - d) Consent to Release Information form and any other applicable forms; and
 - e) Documentation highlighting health activities including medical care, vital signs, medication management, and any contacts made with or on behalf of the RC participant.
 - f) Case management section as described in 8.1.3.

8.1.3 CASE MANAGEMENT STAFF

Contractor shall provide qualified case management staff who will:

- Conduct a psychosocial assessment and develop a case management treatment plan;
- Develop an appropriate discharge plan given the homeless patient's particular needs;
- Provide referrals and linkages to supportive services, including but not limited to mental health and substance use treatment, employment services, etc;
- Provide assistance in establishing SSI/SSDI, Medi-Cal and other public benefits eligibility;
- Provide assistance in identifying permanent housing opportunities;
- Conduct contact with each RC participant at a minimum of three (3) times per week;
- Provide information, resources, tools and skills to enable RC participants to overcome health and other barriers; and

- Create a case management section within the medical case file for each RC participant. This section shall contain, but is not limited to, the following:
 - a) Case management psychosocial assessment and treatment plan;
 - b) Consent to Release Information form, referral forms and any other applicable forms; and
 - c) Documentation highlighting all contacts made with or on behalf of the recuperative care participants.

8.2 CONTRACTOR STAFF DESIRABLE MINIMUM QUALIFICATIONS

8.2.1 Recuperative Care Coordinator (RCC)

- Licensed Physician, Physicians Assistant or Nurse Practitioner;
- At least one (1) year experience working with homeless individuals;
- Knowledge and understanding of alcohol and drug related problems and the principles of prevention and harm reduction;
- Expertise in homelessness, housing, substance use, health care and mental health systems of care;
- Knowledge of County contract compliance, contract requirements, budgets and invoicing processes;
- Ability to document staff work activities and provide administrative supervision and oversight; and
- Ability to plan and organize service activities of RC staff.

8.2.2 Health Care Staff

- At a minimum, a license in Vocational Nursing (LVN);
- At least one (1) year experience working with homeless individuals;
- Knowledge and understanding of alcohol and drug related problems and the principles of prevention and harm reduction; and
- Expertise in homelessness, housing, substance use, health care and mental health systems of care.

8.2.3 Case Management Staff

- Bachelors Degree in Social Work, Psychology, Human Services or related field;
- At least one (1) year experience as a case manager or comparable position working with homeless individuals;
- Knowledge and understanding of alcohol and drug related problems and the principles of prevention and harm reduction; and
- Expertise in homelessness, housing, substance use, health care, and mental health systems of care.

9.0 CONTRACTOR'S QUALITY CONTROL PLAN

Contractor shall utilize a comprehensive Quality Control Plan (QCP) to assure the County a consistently high level of quality and service throughout the term of this Contract.

The QCP, which is subject to approval or rejection by the County, shall be submitted to DHS' Homeless Services Coordinator (HSC) within thirty (30) calendar days from the effective date of this Contract. Revisions to the Plan shall be submitted as changes occur during the term of the Contract.

The QCP shall include, but not be limited to the following:

- 9.1 Method for assuring that professional staff providing services under this Contract have qualifying experience;
- 9.2 Method for monitoring to ensure that Contract requirements are being met;
- 9.3 Method for monitoring subcontractors, if any, for compliance and quality of services;
- 9.4 Method for identifying, preventing and correcting deficiencies in the quality of service before the level of performance becomes unacceptable;
- 9.5 Method for assuring that confidentiality of homeless patients' information is maintained;
- 9.6 Method for an RC participant to submit a grievance for proper review and resolution;
- 9.7 Method for resolving problems and addressing any participant grievances

that shall include, but is not limited to, when the problem was first identified and the corrective action taken. The report shall be provided to the County upon request; and

- 9.8 Method for monitoring progress towards achieving performance measures.

10.0 COUNTY'S QUALITY ASSURANCE PLAN

The County will evaluate the Contractor's performance under this Contract on not less than a quarterly basis. Such evaluation shall include assessing the Contractor's compliance with all Contract terms and performance standards. Contractor's deficiencies, which the County determines are severe or continuing and may place the performance of the Contract in jeopardy if not corrected, will be reported to the Board of Supervisors.

The report will include improvement/corrective action measures taken by the County and the Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Contract or impose other penalties as specified in the Recuperative Care Services Agreement, Section 9, Terms and Conditions, Sub-paragraph 9.16, County Quality Assurance Plan.

10.1 PERFORMANCE EVALUATION MEETINGS

The HSC and the RCC shall jointly hold Performance Evaluation Meetings as often as deemed necessary. However, if a Contract Discrepancy Report (CDR) is issued, and at the discretion of the HSC, a meeting shall be held within five (5) business days, as mutually agreed, to discuss the problem.

The HSC shall prepare the minutes of the Performance Evaluation Meeting that shall include any action items from the meeting. Should the RCC not concur with the action items, he/she shall submit a written statement to the HSC within ten (10) business days from the date of receipt of the signed action items.

The RCC's written statement shall be attached to the HSC's minutes and be a part thereof. Failure of the RCC to provide a written statement shall result in the acceptance of the action items as written. If any dispute is still unresolved, the decision of the DHS Director will be final.

Upon advance notice, either the County or the Contractor may make an auditory recording of the meeting.

10.2 CONTRACT DISCREPANCY REPORTS (CDR)

Verbal notification of a Contract discrepancy will be made to the RCC, or designee, as soon as possible whenever a Contract discrepancy is identified. The RCC shall resolve the problem within a reasonable time period mutually agreed upon by the County and the Contractor.

The HSC will determine whether a formal CDR (Technical Exhibit 2 hereunder) shall be issued. Upon receipt of this document, Contractor is required to respond in writing to the HSC within five (5) business days, acknowledging the reported discrepancies or presenting contrary evidence. A plan, including a timetable, for correction of all deficiencies identified in the CDR shall be submitted to the HSC within ten (10) business days.

11.0 HOURS OF OPERATION

Contractor shall be required to provide services seven (7) days a week, 24 hours a day.

12.0 COMPLAINTS

Contractor shall establish a procedure to resolve participant and community grievances, including Civil Rights complaints, before they reach a formal complaint level.

12.1 CIVIL RIGHTS COMPLAINTS PROCEDURE

Contractor shall comply with the terms of the Civil Rights Resolution Agreement as directed by DHS, which includes but is not limited to the following:

12.1.1 Ensure public contact staff attends the mandatory Civil Rights training provided by the County;

12.1.2 Ensure notices and correspondences provided to the participants, if any, are in their respective primary language and provide interpreters to ensure meaningful access to services to all participants;

12.1.3 Maintain a record of all Civil Rights materials provided by the County and ensure all participants are provided with the Civil Rights materials; and

12.1.4 Develop, and operate procedures for receiving, investigating and responding to civil rights complaints.

13.0 CUSTOMER SERVICE

Contractor shall implement an active Customer Service Program that is consistent with the County's vision. The Customer Service Program must be approved by County and changes to the Program must be made within thirty (30) calendar days.

County shall monitor the quality of the Contractor's Customer Service by randomly selecting participants for telephone and/or site surveys. The County, at its sole discretion, may change the means of measuring this standard via a Change Notice, as noted in Recuperative Care Services Agreement, Section 9.1, Alteration of Terms.

14.0 CONTRACTOR RESPONSIBILITIES AND FURNISHED ITEMS

14.1 Subcontractors

Contractor is responsible for providing the following services through a subcontract with shelter provider(s) agreed upon in collaboration with the County:

- 14.1.1 Fifteen (15) private or semi-private RC beds;
- 14.1.2 Sufficient work area large enough to accommodate each RC staff;
- 14.1.3 A medical office that includes all necessary equipment for the medical management of the RC participants;
- 14.1.4 Clean bed linens and laundry services;
- 14.1.5 Three meals a day for each RC participant;
- 14.1.6 Security staff on-site at a minimum from 11:00 PM through 7:00 AM; and
- 14.1.7 Janitorial and maintenance services.

14.2 Equipment/Supplies/Materials

Contractor shall obtain all equipment and supplies necessary to perform all services required by this Contract in accordance with the Contract Budget, hereunder.

15.0 CONFIDENTIALITY OF RECORDS

Contractor shall maintain the confidentiality of all records by maintaining files in locked drawers and cabinets at the Contractor's sites and at the Contractor's headquarters.

Contractor shall maintain the confidentiality of its employees' records that includes the Employee Confidentiality Agreement, by maintaining files in locked drawers and cabinets at the Contractor's headquarters. Access to these files shall be limited to Contractor's designated staff. These files are subject to audit, and shall be accessible to the County upon request during any business day.

16.0 RECORD KEEPING

- 16.1 Contractor shall maintain retrievable records relating to each homeless DHS patient serviced under this Contract. Records shall be maintained at a central facility for five (5) years from termination of this Contract or until all audits are completed and settled, whichever is later. The records shall be kept in a folder, identifiable by homeless DHS patient's name and case number. Each record shall include, but not be limited to, the following:

- 16.1.1 Referral form;

16.1.2 Release of information form;

16.1.3 Participation Agreement;

16.1.4 Health assessment;

16.1.5 Psychosocial assessment;

16.1.6 RC treatment plan;

16.1.7 Ongoing medical documentation;

16.1.8 Multi-disciplinary case conference notes;

16.1.9 Discharge Plan Summary; and

16.1.10 Documentation notating any contacts made with or on behalf of the RC participant.

17.0 REPORTING TASKS

Contractor shall make reports as may be required by the County concerning its activities as they affect the Contract duties and purposes contained herein. A sample Monthly Invoice is provided in Technical Exhibit 4.

Contractor shall complete a Monthly Management Report (MMR), in the manner to be described by DHS. The MMR shall be submitted to the HSC with the Monthly Invoice by the 15th calendar day of each month for the preceding month and shall contain:

- A narrative of any concerns and/or changes in staff, sites, recommendations for systems improvements, and/or other processes as necessary;
- Any other ad hoc statistical reports as requested by the County, Board of Supervisors, the State, or other County agencies or entities for budgetary or other purposes. Contractor shall provide the requested data, if available, to the County within a mutually agreeable time period;

- A list of all trainings provided by the Contractor each month, including sign-in sheets;
- A list of all complaints received by the Contractor each month, including the resolution of the complaint; and
- Any additional information that may be required at County discretion.

17.1 RC MONTHLY PROGRAM REPORTING ELEMENTS

- Number of DHS patients who were referred for RC services, but could not be served and the reasons why;
- Number of RC participants served by Contractor;
- Number of new RC participants who entered RC services;
- Number of days of RC services for each RC participant;
- Number of RC participants who returned to the emergency room or hospital during RC stay;
- Number of RC participants who were discharged from RC services;
- Number of RC participants who were referred to and received an appointment date and time with a primary health care provider;
- Number of RC participants who were linked to mental health, substance use treatment or other supportive services;
- Number of RC participants who were evaluated for public benefits;
- Number of RC participants for whom an application for public benefits was initiated;
- Number of RC participants who were discharged into shelter environment, transitional housing, permanent housing or other environment after RC services; and
- Narrative of RC activities highlighting achievements and challenges.

17.2 CUSTOMER SATISFACTION QUESTIONNAIRE

Contractor shall assist each homeless DHS patient to complete a one-time Customer Satisfaction Questionnaire (Technical Exhibit 6) and submit copies to DHS with the MMR and Monthly Invoice utilizing the mailing address and information cited in Technical Exhibit 7.

18.0 COOPERATION WITH COUNTY MONITORING/OVERSIGHT

Contractor shall fully cooperate in assisting the County in its monitoring and oversight responsibilities. County shall make every effort possible in minimizing any adverse

impacts this may have on service delivery, and to the extent possible, shall give advance notice of pending reviews. However, advance notice is not required for the County to conduct its reviews.

Contractor shall provide all cases requested by County Contract Administrator for monitoring and shall ensure all appropriate casework is filed in the case. Failure to provide the case file may, at minimum, be deemed an "error" and will adversely affect the Contractor's performance rates as measured in the PRS Chart, Technical Exhibit 1, and described throughout this Statement of Work.

19.0 USE OF OUTSIDE RESOURCES

Contractor, upon County approval, may use outside resources and/or services for providing other supportive service to the RC participants if:

- There is **no** charge to County;
- Participant's confidentiality rights are protected; and
- Services provided by outside resources during the time RC participant is receiving RC services are monitored by RC staff.

TECHNICAL EXHIBITS

PERFORMANCE REQUIREMENTS SUMMARY (PRS)

1.1 INTRODUCTION

The PRS displays the major services that will be monitored during the term of the Contract. It indicates the required services, the standards for performance, maximum deviation from standard before service will be determined unsatisfactory, County's preferred method of monitoring, and the unsatisfactory performance deduction which may be assessed if the service is not satisfactorily provided.

All listings of required services or Standards used in the PRS are intended to be completely consistent with the main body of this Contract and Statement of Work, and are not meant in any case to create, extend, revise or expand any obligation of the Contractor beyond that defined in the main body of the Contract and Statement of Work. In any case of apparent inconsistency between required services or Standards as stated in the main body of the Contract, Statement of Work and the PRS, the meaning apparent in the main body and Statement of Work will prevail. If any required service or Standard seems to be created in the PRS which is not clearly and forthrightly set forth in the main body or Statement of Work, that apparent required service or Standard will be null and void and place no requirement on the Contractor and will not be the basis for liquidated damages deductions.

County expects a high standard of the Contractor performance for the required service. County will work with the Contractor to help resolve any areas of difficulty brought to the attention of the Homeless Services Coordinator (HSC) by the Contractor before the allowable deviation from the acceptable Standard occurs. However, it is the Contractor's responsibility to provide the services set forth in this Contract and summarized in the PRS. This section does not modify or replace the Contractor's obligation to provide expert professional services to the County.

1.2 PERFORMANCE REQUIREMENTS SUMMARY CHART

The Performance Requirements Summary Chart is at the end of this Technical Exhibit I and:

1. Provides the required services and cites the Section or Paragraph where referenced (Column 1 of Technical Exhibit I Chart).
2. Defines the Standards of Performance for each of the required services (Column 2 of Technical Exhibit I Chart).
3. Shows the maximum allowable degree of deviation from perfect performance or Acceptable Quality Level (AQL) for each required service that is allowed before the County assesses a liquidated damages deductions or points (Column 3 of Technical Exhibit I Chart).

4. Indicates the method of monitoring the services (Column 4 of Technical Exhibit I Chart).
5. Indicates the liquidated damages to be assessed for exceeding the AQL for each listed required service (Column 5 of Technical Exhibit I Chart). The AQL serves as the baseline for assessing liquidated damages.

1.3 QUALITY ASSURANCE

Each month, the Contractor performance will be compared to the Contract standards and AQLs using the Quality Assurance Monitoring Plan. County may use a variety of inspection methods to evaluate the Contractor's performance. The methods of monitoring that may be used are:

1. One hundred percent inspection of items, such as reports and invoices, on a periodic basis (daily, weekly, monthly, quarterly, semiannually or annually) as determined necessary to assure a sufficient evaluation of Contractor performance;
2. Random sampling of items such as reports, invoices, etc. For random sampling of tables/methods to be used by County, refer to book entitled Handbooks Sampling for Auditing and Accounting (2nd Edition) by Herbert Arkin;
3. Review of Reports, Statistical Record and Files maintained by the Contractor;
4. On-site evaluations;
5. Participant interviews; and
6. Complaints.

1.4 CONTRACT DISCREPANCY REPORT (CDR)

Performance of a listed service is considered acceptable when the service expectation is met and the number of discrepancies found during Contract monitoring procedures does not exceed the number of discrepancies allowed by the AQL.

When the performance is unacceptable, the HSC will issue a Contract Discrepancy Report (CDR), Technical Exhibit 2 to the Contractor. The Contractor is required to:

- 1.4.1 Respond to the CDR within ten (10) days with a Corrective Action Plan (CAP).
- 1.4.2 Provide a written explanation stating the reasons for the unacceptable performance, how the performance will resume at an acceptable level, and how recurrence of the problem will be prevented.

The HSC will evaluate the Contractor's CAP and determine if any financial penalties will be assessed.

1.5 CRITERIA FOR ACCEPTABLE OR UNACCEPTABLE PERFORMANCE

To determine the number of defects that renders a service unsatisfactory a sample may be selected at random as a representation of the entire population. It is compared to the standard and conclusions are made about the Contractor performance for the whole group. The random sampling plan includes the following information:

Acceptable Quality Level (AQL) - The maximum percent of defects that can be accepted and still meet the Contract Standard for satisfactory performance. The AQL for each sampling is taken from the PRS.

If any of the unsatisfactory performance indicator points per incident are applied, then County will expect that the service will be properly performed prior to the next scheduled performance review.

If the unsatisfactory performance indicator points total more than 100 points, Contractor shall submit a CAP to the CDR within ten (10) days.

1.6 REMEDY OF DEFECTS

Contractor must, within ten (10) days, remedy any and all defects in the provision of the Contractor's services and, as deemed necessary by the CDR, perform such services again at an acceptable level.

1.7 UNSATISFACTORY PERFORMANCE REMEDIES AND DEDUCTIONS

When Contractor's performance does not conform to the requirements of this Contract, County shall have the option to apply the following nonperformance remedies and deductions:

1.7.1 Require the Contractor to implement a formal corrective action plan, subject to approval by the County. In the plan, Contractor must include reasons for the unacceptable performance, specific steps to return performance to an acceptable level, and monitoring methods to prevent recurrence.

1.7.2 Contractor shall be assessed an Unsatisfactory Performance Deduction in the amounts of One Hundred Dollars (\$100.00) for each point over and above the maximum allowable of One Hundred (100) cumulative points per calendar month for all services shown on the PRS chart (Technical Exhibit I chart), all determinations to levy such amounts for damages shall be subject to the approval of the County Contract Administrator.

A maximum of One Hundred (100) points shall be allowed to accumulate per calendar month before a deduction can be made from Contractor's

compensation hereunder. For example, if the cumulative point total for all required services for a particular month is forty (40), no assessment for Unsatisfactory Performance Deduction shall be made because forty (40) is within the maximum allowable points per month. However, if the total cumulative points for the month is One Hundred Ten (110), the assessed Unsatisfactory Performance Deductions would be One Thousand Dollars (\$1,000) (i.e., 10 points x \$100.00).

- 1.7.3 Reduce, suspend or cancel the Contract for systematic, deliberate misrepresentations or unacceptable levels of performance.
- 1.7.4 Failure of the Contractor to comply with or satisfy the request(s) for improvement of performance or to perform the neglected work specified within ten (10) days shall constitute authorization for the County to have the service(s) performed by others. The entire cost of such work performed by others as a consequence of the Contractor's failure to perform said service(s), as determined by the County, shall be credited to the County on the Contractor's future invoice. This section does not preclude the County's right to terminate the Contract upon thirty (30) days written notice with or without cause, as provided for in Recuperative Care Services Agreement, Section 9.40, Termination for Convenience of the County.

Performance Requirements Summary Chart

Required Services	Performance Indicator	Standard(s)	Acceptable Quality Level (AQL)	Monitoring Methods	Monthly Unsatisfactory Performance Indicator Points For Exceeding the AQL
Section 1.5.5 - Complies with all laws such as EEO & Nondiscrimination Notices	Notices posted	Review indicates compliance such as notices posted in Contractor facilities and easily accessible to employees and participants.	0%	User complaint; on-site review	50 points per incident.
<u>SOW</u> <u>Section 4.0 -</u> Quality Control Plan	Contractor provides revisions to QC Plan upon County Contract Administrator (CCA) requests. Contractor maintains review of records and provides upon CCA request.	Revised QC Plan received by HSC within 10 business days of written request by HSC. File of QC review records maintained.	0% 0%	Review of revised plan. Review of records maintained.	50 points per incident. 10 points per day late.
<u>SOW</u> <u>Section 1.3 -</u> Forms, materials and notices	Services, programs and any forms, signs, notices and other written materials that the Contractor uses for the provision of the RC services must be available and offered to homeless DHS patients in English or Spanish. When written materials are not available in the homeless individuals' primary language, the Contractor must either provide appropriate interpreting services or translate the materials in the homeless individuals' primary language, as approved by DHS.	Review of forms, materials & notices indicates compliance such as notices posted in Contractor facilities.	0%	Notices posted; on-site review of forms & materials	50 points per incident.
<u>SOW</u> <u>Section 1.7 -</u> Performance Outcome Measures	90% of RC participants were evaluated for public benefits eligibility prior to discharge and assistance with applications was provided when appropriate.	Review indicates that an evaluation has been completed and applications have been initiated when applicable.	0%	Evaluation is documented and copies of applications are within records when applicable.	Initiate CDR for corrective action plan.
Performance Outcome Measures	90% of RC participants were provided with a referral, appointment date, time and plan for accessing services at a primary/health care provider prior to RC discharge.	Review of RC records indicate compliance.	0%	Review of Records.	Initiate CDR for corrective action plan.

Performance Requirements Summary Chart

Required Services	Performance Indicator	Standard(s)	Acceptable Quality Level (AQL)	Monitoring Methods	Monthly Unsatisfactory Performance Indicator Points For Exceeding the AQL
<u>SOW</u> Section 3.0 Formal Agreements	Contractor shall develop formal Agreements with mental health and substance use providers.	Review indicates formal agreements have been established.	0%	Review of Records and Case Reviews	Initiate CDR for corrective action plan.
<u>SOW</u> Section 3.0 Health care and psychosocial assessments and care plans.	Contractor shall conduct a health assessment within twenty-four (24) hours of admission to RC program. Contractor shall conduct a psychosocial assessment and care plan within forty eight (48) hours of admission to RC program.	Review indicates Contractor provides comprehensive health, psychosocial assessments and care plans.	0%	Random sample of records.	25 points per incident.
<u>SOW</u> Section 3.0 Medical Oversight	Contractor provides ongoing medical oversight seven days a week, twenty four (24) hours a day.	Review indicates Contractor provides ongoing medical oversight.	0%	Review of records.	50 points per incident.
<u>SOW</u> Section 14.0 - Prepare and send Monthly Management Report and Invoice.	Report and Invoice submitted.	Report/Invoice received by the 15 th calendar day following the report month.	0%	Review of reports and invoice.	10 points per each day late.
<u>SOW</u> Section 8.0 Customer Service	Customer Service Program consistent with County's vision.	Ensure customer satisfaction standards are met.	0%	Review of customer service questionnaires.	Initiate CDR for corrective action.
<u>SOW</u> Section 3.0 Multi-disciplinary Case Conference	Contractor conducts multi-disciplinary case conferences at a minimum of one time per week.	Review indicates that the health, psychosocial and discharge plans of all RC participants are discussed.	0%	Review of records.	Initiate CDR for corrective action.

CONTRACT DISCREPANCY REPORT

TO:
FROM:
DATES:

Prepared: _____

Returned by Contractor: _____

Action Completed: _____

DISCREPANCY PROBLEMS: _____

Signature of County Contract Administrator

Date

CONTRACTOR RESPONSE (Cause and Corrective Action): _____

Signature of County Contract Administrator

Date

COUNTY EVALUATION OF CONTRACTOR RESPONSE: _____

Signature of County Contract Administrator

Date

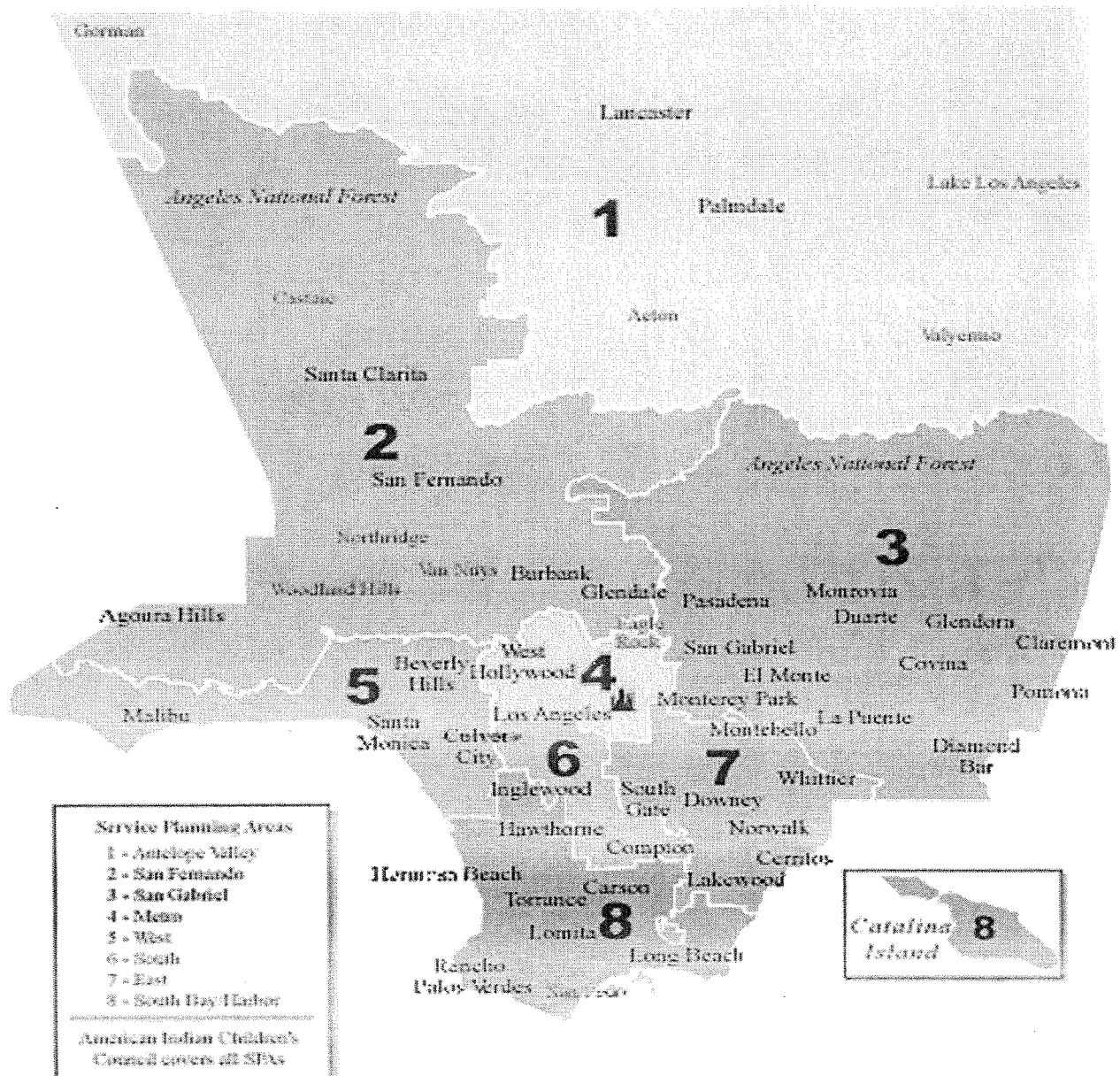
COUNTY ACTIONS: _____

CONTRACTOR NOTIFIED OF ACTION:

County Contract Administrator's Signature and
Date _____

Contract Representative's Signature and Date _____

SERVICE PLANNING AREAS County of Los Angeles



SAMPLE MONTHLY INVOICE
RECUPERATIVE CARE SERVICES

Date: _____

Service Month: _____

CONTRACT NUMBER: _____

VENDOR NAME AND ADDRESS:

TAXPAYER ID NUMBER: _____

TELEPHONE NUMBER: _____

I. Monthly Fee for Recuperative Care Bed Nights:

*Monthly Rate: \$ _____

* NOTE: Maximum monthly rate is \$66,000, as described in Attachment B, Billing and Payment of the Agreement.

CONTRACTOR SIGNATURE

DATE SIGNED

FOR DHS USE ONLY

County Contract Administrator Signature

Date Signed

DATE INVOICE RECEIVED

DATE SUBMITTED TO FMD/FISCAL OPERATIONS

**LOS ANGELES COUNTY DHS HOMELESS CLIENTS
RECUPERATIVE CARE SERVICES
CUSTOMER SATISFACTION QUESTIONNAIRE**

Let us know what you think of our services. Your answers will remain confidential unless you wish to file an official complaint or acknowledge a person's excellent customer service. The completed form should be submitted to recuperative care staff, or simply return it by mail.

<u>Recuperative Care Medical Staff</u>	<u>Very Good</u> (Professional, knowledgeable, Sensitive to my needs)	<u>Satisfactory</u> (My needs were properly/promptly met)	<u>Poor</u> (Unprofessional, not very knowledgeable, uncaring)
Comments:			
<u>Recuperative Care Case Management Staff</u>	<u>Very Good</u> (Professional, knowledgeable, Sensitive to my needs)	<u>Satisfactory</u> (My needs were properly/promptly met)	<u>Poor</u> (Unprofessional, not very knowledgeable, uncaring)
Comments:			
<u>Recuperative Care Program Effectiveness</u>	<u>Very Good</u> Program met all of my expectations in caring for my caretaking needs.	<u>Satisfactory</u> Program met my immediate need for housing.	<u>Poor</u> Program did not meet my needs. (Please indicate why in the comments' section below).
Comments:			

Name(Optional)

Date (Required)

HL/01-06-Survey

Postage
Stamp
Required

Department of Health Services
Homeless Services Division
313 N. Figueroa, Suite 912
Los Angeles, California 90012
Attn: Homeless Services Coordinator

ATTACHMENT B
BILLING AND PAYMENT

BILLING AND PAYMENT

RECUPERATIVE CARE SERVICES FOR HOMELESS DEPARTMENT OF HEALTH SERVICES PATIENTS

1.0 CONTRACT PAYMENT

1.1 FEE PER MONTH FOR RECUPERATIVE CARE SERVICES

The Contractor shall maintain fifteen (15) recuperative care beds for DHS patients. Contractor will be compensated on a flat fee per month for Recuperative Care Services based on the total number of recuperative care beds implemented at the same facility, on the following schedule:

15 - 22 beds	- \$66,000
23 - 29 beds	- \$60,000
30 - 37 beds	- \$53,000
38 - 45 beds	- \$51,000

In all cases, payment to the Contractor will be made in arrears on a monthly basis.

2.0 PAYMENT PROCESSING

- 2.1 Payments for Recuperative Care services will be made monthly in arrears provided that Contractor is not in default under any provisions of the Contract and has submitted a complete and accurate invoice, with a monthly report that supports the invoice.
- 2.2 If County exercises its option to purchase additional beds and if the Contractor has additional beds available for purchase, the rate of reimbursement to Contractor will be prorated per bed and per day, according to the Schedule in Section 1.1 above and will not exceed Four Thousand, Four Hundred Dollars (\$4,400) per bed, per month.
- 2.3 Payments for all fifteen (15) Recuperative Care beds will be made only if all fifteen (15) beds are available for DHS patients. Payments will be prorated per bed and per day, if less than fifteen (15) are available.
- 2.4 Contractor shall be paid a fixed Fee Per Month for Recuperative Care services under this Contract less any offset authorized by this Contract or otherwise authorized by law based on the following:
 - 2.4.1 A range between a maximum of Sixty Six Thousand Dollars (\$66,000) to Fifty One Thousand Dollars (\$51,000) for each month of Recuperative Care services depending on a minimum of fifteen (15) available beds to forty five (45) beds in operation within the same shelter facility.

- 2.5 Contractor shall prepare and submit an invoice for Recuperative Care Services provided to homeless DHS patients (Technical Exhibit 4, Sample Monthly Invoice) in an original and one copy, along with its Monthly Management Report (MMR) and other required documentation, to the Homeless Services Coordinator (HSC) within fifteen (15) calendar days after the end of the month in which services were provided. Invoices submitted after the fifteen (15) calendar days may result in a delay in payment.
- 2.6 County shall not be liable for billings submitted six (6) months after the services were rendered.
- 2.7 County will review and authorize payment of an accurate invoice as soon as possible after receipt of the Contractor's billing. County will make a reasonable effort to effect payment to the Contractor within thirty (30) calendar days from receipt of an invoice, which is accurate as to form and content.
- 2.8 Contractor shall invoice and the County shall authorize payment for Recuperative Care Services for Homeless DHS patients completed during the invoice month. For invoicing purposes, the Contractor shall clearly identify services as "Recuperative Care Services for homeless DHS Patients" on the invoice.
- 2.9 County may delay the final payment due hereunder up to twelve (12) months after the termination of the Contract. Contractor shall be liable for payment on thirty (30) calendar days written notice of any offset authorized by the County, not deducted from any payment made by the County to the Contractor.
- 2.10 Prior to receiving final payment hereunder, Contractor shall submit a signed, written release discharging the County its officers and employees, from all liabilities, obligations, and claims arising out of or under this Contract, except for any claims specifically described in detail in such release.

3.0 PRIOR SIX (6) MONTH EXPIRATION NOTICE

Contractor shall notify the County when this Contract is within six (6) months from expiration of the term as provided for hereinabove. Upon occurrence of this event, Contractor shall send written notification to County at the address provided herein.

4.0 SEVENTY-FIVE PERCENT (75%) EXPENDITURE NOTIFICATOIN

Contractor shall maintain a system of record keeping that will allow Contractor to determine when it has incurred seventy-five percent (75%) of the total Contract authorization amount under this Contract. Upon occurrence of this event, Contractor shall send written notification to HSC at the address provided herein.

5.0 PAYMENT LIMITATION

The Contractor shall not be entitled to payment or reimbursement for any tasks or services

performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with the County's express prior written approval.

6.0 COUNTY APPROVAL OF INVOICES

All invoices submitted by the Contractor for payment must have the written approval of the County's HSC prior to any payment thereof. In no event shall the County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld.

7.0 WITHHOLDING OF PAYMENT

If Contractor fails to submit accurate, complete, timely, and properly certified MMR's, the County may withhold from payment to Contractor up to the full amount of any invoice that would otherwise be due, until Contractor has satisfied the concerns of the County, which may include required submittal of revised certified monitoring reports or additional supporting documentation.

ATTACHMENT C:
CONTRACT BUDGET AND EMPLOYEE BENEFITS

RECUPERATIVE CARE SERVICES BUDGET

- Effective upon Board approval through February 28, 2009 -

Fifteen (15) Beds - 20 Months

PERSONNEL/PAYROLL	Monthly Salary	Number of Months	FTE's	Total
Physician Assistant	\$7,500.00	20.00	0.40	\$ 60,000.00
Nursing Manager	\$5,834.00	20.00	1.00	\$116,680.00
Clerk	\$1,834.00	20.00	1.00	\$ 36,680.00
Case Manager	\$4,167.00	20.00	0.50	\$ 41,670.00
Licensed Vocational Nurse(s)	\$3,542.00	20.00	4.00	\$283,360.00
Program Director/COO	\$8,571.00	20.00	0.40	\$ 68,568.00
Total Salaries				\$606,958.00
Total Employee Benefits @ 26%				\$157,809.00
TOTAL PERSONNEL EXPENSES				\$764,767.00
SUBCONTRACTOR EXPENSES				
Food, Shelter, Beds @ \$40/Bed Night (\$40 x 15 beds x 365)/12* 20 Months)				\$365,400.00
Supplies & other Expenses (Medication, charts, office supplies, patient transportation, etc.)				\$ 74,140.00
TOTAL OPERATING EXPENSES				\$ 439,540.00
TOTAL DIRECT COSTS:				\$ 1,204,307.00
TOTAL ADMINISTRATIVE COST				\$ 115,693.00
TOTAL PROGRAM COSTS:				\$ 1,320,000.00

ATTACHMENTS D THROUGH I

REQUIRED FORMS

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT
AND CONFIDENTIALITY AGREEMENT

CONTRACTOR NAME

Contract No.: _____

Employee Name: _____

GENERAL INFORMATION:

Your employer referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Employee Acknowledgement and Confidentiality Agreement.

EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above is my sole employer for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon my employer for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by my employer for the County. I have read this agreement and have taken due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between my employer and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to my immediate supervisor.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than my employer or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me during this employment, I shall keep such information confidential.

I agree to report to my immediate supervisor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to my immediate supervisor upon completion of this contract or termination of my employment with my employer, whichever occurs first.

I acknowledge that violation of this agreement may subject me to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE: _____ DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT
AND CONFIDENTIALITY AGREEMENT

CONTRACTOR NAME

Contract No.: _____

Non-Employee Name: _____

GENERAL INFORMATION:

Your employer referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Non-Employee Acknowledgement and Confidentiality Agreement.

NON-EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above is my sole employer for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon my employer for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by my employer for the County. I have read this agreement and have taken due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between my employer and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to my immediate supervisor.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than my employer or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me during this employment, I shall keep such information confidential.

I agree to report to my immediate supervisor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to my immediate supervisor upon completion of this contract or termination of my employment with my employer, whichever occurs first.

I acknowledge that violation of this agreement may subject me to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE: _____ DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

**COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM
CERTIFICATION FORM AND APPLICATION FOR EXCEPTION**

The County's solicitation for this Request for Proposals is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program), Los Angeles County Code, Chapter 2.203. All proposes, whether a contractor or subcontractor, must complete this form to either certify compliance or request an exception from the Program requirements. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the proposer is exempted from the Program.

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:		
Solicitation For _____ Services):		

If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (attach documentation to support your claim); or, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, please sign and date this form below.

Part I: Jury Service Program is Not Applicable to My Business

- ☐ My business does not meet the definition of "contractor," as defined in the Program, as it has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract itself will exceed \$50,000). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of \$50,000 in any 12-month period.
- ☐ My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are \$500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exception will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

"Dominant in its field of operation" means having more than ten employees, including full-time and part-time employees, and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

- ☐ My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.

OR

Part II: Certification of Compliance

- ☐ My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, or my company will have and adhere to such a policy prior to award of the contract.

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name:	Title:
Signature:	Date:

CHARITABLE CONTRIBUTIONS CERTIFICATION

 Company Name

 Address

 Internal Revenue Service Employer Identification Number

 California Registry of Charitable Trusts "CT" number (if applicable)

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act which regulates those receiving and raising charitable contributions.

CERTIFICATION	YES	NO
---------------	-----	----

<p>Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.</p>	<p>()</p>	<p>()</p>
--	------------	------------

OR

<p>Proposer or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code Sections 12585-12586.</p>	<p>()</p>	<p>()</p>
---	------------	------------

 Signature

 Date

 Name and Title (please type or print)

COUNTY OF LOS ANGELES

DEPARTMENT OF HEALTH SERVICES (DHS)

DHS HOMELESS CONSENT AND RELEASE AGREEMENT

1. I understand that provisions of law, including but not limited to Welfare & Institutions Code Section 10850, protect the identity of applicants and participants of public assistance and also protect the unauthorized release of confidential welfare information that is not directly connected to the Department of Health Services (DHS).
2. I have been told that the County wants to use my information to assist DHS and other agencies to expand and coordinate services, create interagency partnerships, evaluate outreach services, make necessary policy and regulatory changes, and to be more efficient in their service delivery for homeless families.
3. I understand that if I sign this agreement, the County may share this information with other County departments, homeless service providers and contracted housing Locator, to better provide services to my family and other homeless families.
4. I voluntarily consent and authorize the County of Los Angeles, its agents and employees to share the information provided to the Homeless Case Manager. I understand and agree that I will receive no money or other benefits from the County of Los Angeles or any other party as a result of consenting to the release of such information.
5. I agree to release the County of Los Angeles, its agents and employees from any liability whatsoever, including for injuries, damages and losses, known or unknown, resulting from sharing the information with other County departments, homeless service providers and housing Locator, with whom the County has contracts.
6. I acknowledge that before signing this consent and release agreement, I have carefully read and fully understand its terms.
7. This release remains in effect during the period that I am receiving case management under the DHS Homeless Case Management.

Signature _____ Date _____

Witness Signature _____ Date _____

Print Name _____

Print Name _____

Address _____

Phone Number _____

EARNED INCOME CREDIT: NOTICE 1015



Department of the Treasury
Internal Revenue Service

Notice 1015

(Rev. December 2005)

**Have You Told Your Employees About the
Earned Income Credit (EIC)?**

What Is the EIC?

The EIC is a refundable tax credit for certain workers.

Which Employees Must I Notify About the EIC?

You must notify each employee who worked for you at any time during the year and from whom you did not withhold income tax. However, you do not have to notify any employee who claimed exemption from withholding on Form W-4, Employee's Withholding Allowance Certificate.

Note. You are encouraged to notify each employee whose wages for 2005 are less than \$37,263 that he or she may be eligible for the EIC.

How and When Must I Notify My Employees?

You must give the employee one of the following:

- The IRS Form W-2, Wage and Tax Statement, which has the required information about the EIC on the back of Copy B.
- A substitute Form W-2 with the same EIC information on the back of the employee's copy that is on Copy B of the IRS Form W-2.
- Notice 797, Possible Federal Tax Refund Due to the Earned Income Credit (EIC).
- Your written statement with the same wording as Notice 797.

If you are required to give Form W-2 and do so on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If a substitute Form W-2 is given on time but does not have the required information, you must notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 7, 2006.

You must hand the notice directly to the employee or send it by First-Class Mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can get copies of the notice by calling 1-800-829-3676, or from the IRS website at www.irs.gov.

How Will My Employees Know If They Can Claim the EIC?

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see the 2005 instructions for Form 1040, 1040A, 1040EZ, or Pub. 596, Earned Income Credit (EIC).

How Do My Employees Claim the EIC?

Eligible employees claim the EIC on their 2005 tax return. Even employees who have no tax withheld from their pay or owe no tax can claim the EIC and get a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2005 and owes no tax, but is eligible for a credit of \$799, he or she must file a 2005 tax return to get the \$799 refund.

How Do My Employees Get Advance EIC Payments?

Eligible employees who expect to have a qualifying child for 2006 can get part of the credit with their pay during the year by giving you a completed Form W-5, Earned Income Credit Advance Payment Certificate. You must include advance EIC payments with wages paid to these employees, but the payments are not wages and are not subject to payroll taxes. Generally, the payments are made from withheld income, social security, and Medicare taxes. For details, see Pub. 15 (Circular E), Employer's Tax Guide.

Notice 1015 (Rev. 12-2005)
Cat. No. 205924

No shame. No blame. No names.

**Newborns can be safely given up
at any Los Angeles County
hospital emergency room or fire station.**



**In Los Angeles County:
1-877-BABY SAFE
1-877-222-9723
www.babysafela.org**



State of California
Gray Davis, Governor

Health and Human Services Agency
Grantland Johnson, Secretary

Department of Social Services
Rita Saenz, Director



Los Angeles County Board of Supervisors

Gloria Molina, Supervisor, First District
Yvonne Brathwaite Burke, Supervisor, Second District
Zev Yaroslavsky, Supervisor, Third District
Don Knabe, Supervisor, Fourth District
Michael D. Antonovich, Supervisor, Fifth District

This initiative is also supported by First 5 LA and INFO LINE of Los Angeles.

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents to give up their baby confidentially. As long as the baby has not been abused or neglected, parents may give up their newborn without fear of arrest or prosecution.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially and safely give up a baby within three days of birth. The baby must be handed to an employee at a Los Angeles County emergency room or fire station. As long as the child shows no signs of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, workers will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their newborns within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

In most cases, a parent will bring in the baby. The law allows other people to bring in the baby if they have legal custody.

Does the parent have to call before bringing in the baby?

No. A parent can bring in a baby anytime, 24 hours a day, 7 days a week so long as the parent gives the baby to someone who works at the hospital or fire station.

Does a parent have to tell anything to the people taking the baby?

No. However, hospital personnel will ask the parent to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the child. Although encouraged, filling out the questionnaire is not required.

What happens to the baby?

The baby will be examined and given medical treatment, if needed. Then the baby will be placed in a pre-adoptive home.

What happens to the parent?

Once the parent(s) has safely turned over the baby, they are free to go.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned by their parents and potentially being hurt or killed. You may have heard tragic stories of babies left in dumpsters or public bathrooms. The parents who committed these acts may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had nowhere to turn for help, they abandoned their infants. Abandoning a baby puts the child in extreme danger. It is also illegal. Too often, it results in the baby's death. Because of the Safely Surrendered Baby Law, this tragedy doesn't ever have to happen in California again.

A baby's story

At 8:30 a.m. on Thursday, July 25, 2002, a healthy newborn baby was brought to St. Bernardine Medical Center in San Bernardino under the provisions of the California Safely Surrendered Baby Law. As the law states, the baby's mother did not have to identify herself. When the baby was brought to the emergency room, he was examined by a pediatrician, who determined that the baby was healthy and doing fine. He was placed with a loving family while the adoption process was started.

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a newborn, let her know there are other options.

It is best that women seek help to receive proper medical care and counseling while they are pregnant. But at the same time, we want to assure parents who choose not to keep their baby that they will not go to jail if they deliver their babies to safe hands in any Los Angeles County hospital ER or fire station.

Sin pena. Sin culpa. Sin peligro.

**Los recién nacidos pueden ser entregados
en forma segura en la sala de emergencia de
cualquier hospital o en un cuartel de bomberos
del Condado de Los Angeles.**



En el Condado de Los Angeles:

1-877-BABY SAFE

1-877-222-9723

www.babysafela.org



Estado de California
Gray Davis, Gobernador

Agencia de Salud y Servicios Humanos
(Health and Human Services Agency)
Grantland Johnson, Secretario

Departamento de Servicios Sociales
(Department of Social Services)
Rita Saenz, Directora



Consejo de Supervisores del Condado de Los Angeles

Gloria Molina, Supervisora, Primer Distrito

Yvonne Brattwalte Burke, Supervisora, Segundo Distrito

Zev Yaroslavsky, Supervisor, Tercer Distrito

Don Knabe, Supervisor, Cuarto Distrito

Michael D. Antonovich, Supervisor, Quinto Distrito

Esta Iniciativa tambien esta apollada por First 5 LA y INFO LINE de Los Angeles.

¿Qué es la Ley de Entrega de Bebés Sin Peligro?

La Ley de Entrega de Bebés Sin Peligro de California permite a los padres entregar a su recién nacido confidencialmente. Siempre que el bebé no haya sufrido abuso ni negligencia, padres pueden entregar a su recién nacido sin temor a ser arrestados o procesados.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura, dentro de los tres días del nacimiento. El bebé debe ser entregado a un empleado de una sala de emergencias o de un cuartel de bomberos del Condado de Los Angeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazalete y el padre/madre recibirá un brazalete igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden empezar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Angeles, al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

En la mayoría de los casos, los padres son los que llevan al bebé. La ley permite que otras personas lleven al bebé si tienen la custodia legal del menor.

¿Los padres deben llamar antes de llevar al bebé?

No. El padre/madre puede llevar a su bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, mientras que entregue a su bebé a un empleado del hospital o de un cuartel de bomberos.

¿Es necesario que el padre/madre diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital le pedirá que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para los cuidados que recibirá el bebé. Es recomendado llenar este cuestionario, pero no es obligatorio hacerlo.

¿Qué ocurrirá con el bebé?

El bebé será examinado y, de ser necesario, recibirá tratamiento médico. Luego el bebé se entregará a un hogar preadoptivo.

¿Qué pasará con el padre/madre?

Una vez que los padres hayan entregado a su bebé en forma segura, serán libres de irse.

¿Por qué California hace esto?

La finalidad de la Ley de Entrega de Bebés Sin Peligro es proteger a los bebés del abandono por parte de sus padres y de la posibilidad de que mueran o sufran daños. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Es posible que los padres que cometieron estos actos hayan estado atravesando dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus recién nacidos porque tenían miedo y no tenían adónde recurrir para obtener ayuda. El abandono de un recién nacido lo pone en una situación de peligro extremo. Además es ilegal. Muy a menudo el abandono provoca la muerte del bebé. Ahora, gracias a la Ley de Entrega de Bebés Sin Peligro, esta tragedia ya no debe suceder nunca más en California.

Historia de un bebé

A las 8:30 a.m. del jueves 25 de julio de 2002, se entregó un bebé recién nacido saludable en el St. Bernardine Medical Center en San Bernardino, en virtud de las disposiciones de la Ley de Entrega de Bebés Sin Peligro. Como lo establece la ley, la madre del bebé no se tuvo que identificar. Cuando el bebé llegó a la sala de emergencias, un pediatra lo revisó y determinó que el bebé estaba saludable y no tenía problemas. El bebé fue ubicado con una buena familia, mientras se iniciaban los trámites de adopción.

Cada recién nacido merece una oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele qué otras opciones tiene.

Es mejor que las mujeres busquen ayuda para recibir atención médica y asesoramiento adecuado durante el embarazo. Pero al mismo tiempo, queremos asegurarles a los padres que optan por no quedarse con su bebé que no irán a la cárcel si dejan a sus bebés en buenas manos en cualquier sala de emergencia de un hospital o en un cuartel de bomberos del Condado de Los Angeles.